

EXHIBIT A (LEGAL)

The estate or interest in the land described:

A Ground leasehold and Condominium Sublease hold estate as to Parcels 1 and 2, said estate being more particularly described as the Lessees' interest under that certain Ground Lease set forth in subparagraph (A) herein below:

- (A) That certain Ground Lease dated August 1, 1980, executed by Houser Bros. Co, A Limited Partnership organized under the Laws of the State of California, in which Clifford C. Houser and Vernon F. Houser constitute the sole General Partners, as Landlord, and by Robert P. Warmington, as Tenant, for the term ending December 31, 2059. Upon the Terms, Covenants and Conditions therein contained, recorded as follows in Official Records of said Orange County: **Book 13824 Page 1259-1273**
APN: 937-63-053, Unit 53.
- (B) That certain Condominium Sublease dated August 1, 1980, executed by Robert P. Warmington, as Sub-lessor and John F. Turner and Virginia H. Turner (Original Sublessee) for the term ending December 31, 2059. Upon the Terms, Covenants and Conditions therein contained, recorded as follows in Official Records of said Orange County: **Book 13824 Page 1274-1290**
APN: 937-63-053, Unit 53.

All that certain land interest situated in the State of California, County of Orange and is described as follows:

Parcel 1:

Unit 53 as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358 Page(s) 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements;

Parcel 2:

An undivided one-eightieth (1/80th) interest as Tenants in Common in the Common Area of Lots 1 and 2 Tract No. 10542, in the City of Huntington Beach, County of Orange, State of California as shown on a map recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Map, records of Orange County, California, as shown on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Except there from all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet below the surface of said Land without the right of surface entry above the depth of 500 feet from the surface, as reserved in deeds of record.

Parcel 3:

Those portions of Unit 53, building 14, inclusive, as shown and defined on the Condominium Plan, Consisting of buildings and other improvements.

Parcel 4:

An undivided one-eightieth (1/80th) interest as Tenants in Common, in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings or other improvements.

Parcel 5:

An easement for the exclusive use and occupancy of those portions of the restricted Common Area, as defined on said Condominium Plan for ground level entry, courtyard entry, staircases, garages, and attic space relating to said units.

Parcel 6:

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the restricted Common Area(s).

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 116 of 182**BS INVESTORS - HB GABLES**c/o Triage Management Inc | 949.250.0700
1340 Reynolds Ave, Ste 116
Irvine, CA 92614**Statement**

Account: ghb - 053 - 053gal

Date: 09/14/17

Payment: _____

Jamie Gallian
4476 Alderport Drive
Huntington Beach, CA 926494th QTR - Oct-Dec 2017
DELINQUENT IF NOT RECEIVED BY 10/10/2017

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
10/01/17	Ground Rent (10/2017)	2,144.73		2,144.73

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10th day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

BS INVESTORS-GABLES HBThank you
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,144.73

BS INVESTORS - HB GABLESc/o Triage Management Inc | 949.250.0700
1340 Reynolds Ave, Ste 116
Irvine, CA 92614**Statement**

Account: ghb - 053 - 053gal

Date: 12/18/17

Payment: _____

Jamie Gallian
4476 Alderport Drive
Huntington Beach, CA 92649

1st QTR Jan-Mar 2018

Delinquent If not received by January 10, 2018

Date	Description	Charges	Payments	Balance
01/01/18	Balance Forward			0.00
	Ground Rent (01/2018)	2,211.22		2,211.22

1st QUARTER 2018 GROUND RENT (\$2,144.73 + \$66.49 CPI INCREASE)
TOTAL = \$2,211.22

ENCLOSURES:

- (1) Schedule entitled "Calculation of Rent Increase 1/1/2018" (see reverse side)
- (2) U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index
- (3) Excerpt from First Amendment to Condominium Sublease

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We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

BS INVESTORS-GABLES HB

Thank you and Happy Holidays from
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,211.22

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 118 of 182

BS INVESTORS - HB GABLES

c/o Triage Management Inc | 949.250.0700
1340 Reynolds Ave, Ste 116
Irvine, CA 92614

Statement

Account: ghb - 053 - 053gal

Date: 03/15/18

Payment: _____

Jamie Gallian
4476 Alderport Drive
Huntington Beach, CA 92649

2nd QTR Apr-Jun 2018
Delinquent if not received by April 10, 2018

Date	Description	Charges	Payments	Balance
04/01/18	Balance Forward			0.00
	Ground Rent (04/2018)	2,211.22		2,211.22

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10th day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

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We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

BS INVESTORS-GABLES HB

Thank you
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,211.22

BS INVESTORS - HB GABLES

c/o Triage Management Inc | 949.250.0700
1340 Reynolds Ave, Ste 116
Irvine, CA 92614

Statement

Account: ghb - 053 - 053gal

Date: 06/15/18

Payment: _____

Jamie Gallian
4476 Alderport Drive
Huntington Beach, CA 92649

Jul-Sep 2018 Quarterly Ground Rent
Delinquent if not received by July 10, 2018

Date	Description	Charges	Payments	Balance
07/01/18	Balance Forward			-0.78
	Ground Rent (07/2018)	2,211.22		2,210.44

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10th day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

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BS INVESTORS-GABLES HB

Thank you
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,210.44



Shari L. Freidenrich, CFA
Orange County Treasurer - Tax Collector
P.O. Box 1436 • Santa Ana, CA 92701-1436
100 N. Main Street, Building 11, Room 150, Santa Ana
Office Hours: 8:30 AM - 5:00 PM Monday - Friday
Phone Hours: 8:00 AM - 5:00 PM (714) 254-1436
ocgov.com/taxbill

2017-18 SECURED PROPERTY TAX BILL

For Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018

0015074001000 START..... 0000000000
#BWNLBHV *****AUTO**S-DIGIT 92649
#9376 3053 2017 4#

HOUSER BROS CO
GALLIAN JAMIE L
4476 ALDERPORT DR UNIT 53
HUNTINGTON BEACH CA 92649-2288



OWNER OF RECORD AS OF 12:01 AM JANUARY 1, 2017

HOUSER BROS CO
GALLIAN, JAMIE L

DID YOU KNOW?

Don't wait in line, pay online at ocgov.com/octaxbill, receive same day credit and an emailed receipt. There is no cost to pay by eCheck! Also, due to construction, parking at the Civic Center is not close to our office.

Mailed payments must have a USPS postmark on or before the delinquent date. If you wait until the last day to mail your payment, get your envelope hand-stamped with a postmark to ensure it is timely.

Sign up to receive a due date reminder email at ocgov.com/taxreminder.

PROPERTY LOCATION

4476 ALDERPORT 53 HUNTINGTON BEACH

ASSORTED FEES & DISCOUNTS AS OF JANUARY 1, 2017

DESCRIPTION	FULL VALUE	COMPUTED TAX
LAND	193,858	
IMPROVEMENTS - BUILDING	115,559	
TOTAL VALUES:	309,417	3,752.48
TOTAL NET TAXABLE VALUE:	309,417	3,752.48

937-630-53

04-007

\$1,876.24

\$1,876.24

\$3,752.48

IMPORTANT INFORMATION

If you sold this property or no longer own it, you can disregard this bill. Property taxes are the responsibility of the new owner. Contact the Office of the Assessor at (714) 834-2727 regarding ownership changes.

DESCRIPTION	RATE	VALUE	TAXES
BASIC LEVY RATE	1.00000	309,417	3,094.16
COAST COMM COLLEGE DIST	.03145	309,417	97.31
OCEAN VIEW SD 2016, SR 2017A	.02703	309,417	83.63
HUNTINGTON BCH UNION HS	.02403	309,417	74.35
HUNTINGTON BEACH EMPLOYEE RETIREME	.01500	309,417	46.42
METRO WATER D-MWDOC	.00350	309,417	10.83
SPECIAL ASSESSMENT CHARGES			
MOSQ.FIRE ANT ASSMT		PHONE NO.	
VECTOR CONTROL CHG		(800)273-5167	4.03
MWD WATER STDBY CHG		(800)273-5167	0.67
OCSD SEWER USER FEE		(866)807-6864	10.08
		(714)593-7281	331.00
TOTAL CHARGED	1.10101		3,752.48

LOCATED ON AP 178-771-03

F1074 453 (0017)

FOR DETAILS OF TAX TYPES, VISIT OUR WEBSITE AT OCGOV.COM/OCTAXBILL

THERE WILL BE A \$26.00 FEE FOR EACH PAYMENT RETURNED UNPAID BY YOUR BANK FOR ANY REASON.
RETAIN TOP PORTION FOR YOUR RECORDS. IF PAYING BY CHECK, YOUR CANCELLED CHECK IS YOUR RECEIPT OR PAY ONLINE AND RECEIVE AN EMAILED RECEIPT.

ORANGE COUNTY
CLAUDE PARRISH

Page 1 of 1

2018 JUL 10 AM 9:58 CONDOMINIUM

INDEX, TRACT NO. 10542

PROJECT NO. 937-63 TRACT NO. 10542 NO. LOTS 2 A.P. NO. 176-771-03

BILLING NO.	LOCATED ON LOT	UNIT NO.	COMMON AREA
937-63-001	Lot 2	1	Und. 1/80 Int in Lots 1 & 2
937-63-002	"	2	"
937-63-003	"	3	"
937-63-004	"	4	"
937-63-005	"	5	"
937-63-006	"	6	"
937-63-007	"	7	"
937-63-008	"	8	"
937-63-009	"	9	"
937-63-010	"	10	"
937-63-011	"	11	"
937-63-012	"	12	"
937-63-013	"	13	"
937-63-014	"	14	"
937-63-015	"	15	"
937-63-016	"	16	"
937-63-017	"	17	"
937-63-018	"	18	"
937-63-019	"	19	"
937-63-020	"	20	"
937-63-021	"	21	"
937-63-022	"	22	"
937-63-023	"	23	"
937-63-024	"	24	"
937-63-025	"	25	"
937-63-026	"	26	"
937-63-027	"	27	"
937-63-028	"	28	"
937-63-029	"	29	"
937-63-030	"	30	"
937-63-031	"	31	"
937-63-032	"	32	"
937-63-033	"	33	"
937-63-034	"	34	"
937-63-035	"	35	"
937-63-036	"	36	"
937-63-037	"	37	"
937-63-038	"	38	"
937-63-039	"	39	"
937-63-040	"	40	"
937-63-041	Lot 1	41	"
937-63-042	"	42	"
937-63-043	"	43	"
937-63-044	"	44	"

ORANGE COUNTY ASSESSOR
CLAUDE PARRISH

Page 2 of 2

2018 JUL 10 AM 9:58

CONDOMINIUM

INDEX, TRACT NO. 10542

PROJECT NO. 937-63 TRACT NO. 10542 NO. LOTS 2 A.P. NO. 178-771-03

BILLING NO.	LOCATED ON LOT	UNIT NO.	COMMON AREA
937-63-045	Lot 1	45	Und. 1/80 Int in Lots 1 & 2
937-63-046	"	46	"
937-63-047	"	47	"
937-63-048	"	48	"
937-63-049	"	49	"
937-63-050	"	50	"
937-63-051	"	51	"
937-63-052	"	52	"
937-63-053	"	53	"
937-63-054	"	54	"
937-63-055	"	55	"
937-63-056	"	56	"
937-63-057	"	57	"
937-63-058	"	58	"
937-63-059	"	59	"
937-63-060	"	60	"
937-63-061	"	61	"
937-63-062	"	62	"
937-63-063	"	63	"
937-63-064	"	64	"
937-63-065	"	65	"
937-63-066	"	66	"
937-63-067	"	67	"
937-63-068	"	68	"
937-63-069	"	69	"
937-63-070	"	70	"
937-63-071	"	71	"
937-63-072	"	72	"
937-63-073	"	73	"
937-63-074	"	74	"
937-63-075	"	75	"
937-63-076	"	76	"
937-63-077	"	77	"
937-63-078	"	78	"
937-63-079	"	79	"
937-63-080	"	80	"

RECEIVED
Headquarters
Subdivisions
JUL 16 1980
Department of Real Estate

DEPARTMENT OF REAL ESTATE
OF THE
STATE OF CALIFORNIA

(213) 620-2700

RECEIVED
JUL 11 1980
Dept. of Real Estate
Los Angeles Subdivisions

CONDOMINIUMS

In the matter of the application of

ROBERT P. WARMINGTON COMPANY,
A California Corporation

for a Final Subdivision Public Report on

TRACT NUMBER 10542
THE GABLES-HUNTINGTON BEACH

ORANGE COUNTY, CALIFORNIA

FINAL SUBDIVISION
PUBLIC REPORT

FILE NO. 46,370 LA
ISSUED JUNE 19, 1980
EXPIRES JUNE 18, 1985

**This Report Is Not a Recommendation or Endorsement of the Subdivision
But Is Informative Only.**

Buyer or Lessee Must Sign That He Has Received and Read This Report.

This Report Expires on Date Shown Above. If There Has Been a Material Change in the Offering, an Amended Public Report Must Be Obtained and Used in Lieu of This Report.

Section 35700 of the California Health and Safety Code provides that the practice of discrimination because of race, color, religion, sex, marital status, national origin or ancestry in housing accommodations is against public policy.

Under Section 125.6 of the California Business and Professions Code, California real estate licensees are subject to disciplinary action by the Real Estate Commissioner if they make any discrimination, distinction or restriction in negotiating a sale or lease of real property because of the race, color, sex, religion, ancestry or national origin of the prospective buyer. If any prospective buyer or lessee believes that a licensee is guilty of such conduct, he or she should contact the Department of Real Estate.

Information Regarding Schools can be found on Page 8 and 9 of this report.

READ THE ENTIRE REPORT on the following pages before contracting to purchase a lot in this SUBDIVISION.

SPECIAL NOTES

1. THE UNIFORM BUILDING CODE, CHAPTER 70, PROVIDES FOR LOCAL BUILDING OFFICIALS TO EXERCISE PREVENTIVE MEASURES DURING GRADING TO ELIMINATE OR MINIMIZE DAMAGE FROM GEOLOGIC HAZARDS SUCH AS LANDSLIDES, FAULT MOVEMENTS, EARTHQUAKE SHAKING, RAPID EROSION OR SUBSIDENCE. THIS SUBDIVISION IS LOCATED IN AN AREA WHERE SOME OF THESE HAZARDS MAY EXIST. SOME CALIFORNIA COUNTIES AND CITIES HAVE ADOPTED ORDINANCES THAT MAY OR MAY NOT BE AS EFFECTIVE IN THE CONTROL OF GRADING AND SITE PREPARATION.

PURCHASERS MAY DISCUSS WITH THE DEVELOPER, THE DEVELOPER'S ENGINEER, THE ENGINEERING GEOLOGIST AND THE LOCAL BUILDING OFFICIALS TO DETERMINE IF THE ABOVE-MENTIONED HAZARDS HAVE BEEN CONSIDERED AND IF THERE HAS BEEN ADEQUATE COMPLIANCE WITH CHAPTER 70 OR AN EQUIVALENT OR MORE STRINGENT GRADING ORDINANCE DURING THE CONSTRUCTION OF THIS SUBDIVISION.

2. NO ESCROWS FOR THE SALE OF UNITS WILL CLOSE UNTIL ALL SOILS AND FILL WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE SOILS ENGINEER AND A NOTICE OF COMPLETION COVERING THE COMMON AREA IMPROVEMENTS HAS BEEN FILED OF RECORD.
3. THIS PROJECT IS A COMMON-INTEREST SUBDIVISION OF THE TYPE REFERRED TO AS A "CONDOMINIUM". IT WILL BE OPERATED BY AN INCORPORATED OWNERS ASSOCIATION.
4. SINCE THE COMMON PROPERTY AND FACILITIES WILL BE MAINTAINED BY AN ASSOCIATION OF HOMEOWNERS, AND IT'S ESSENTIAL THAT THIS ASSOCIATION BE FORMED EARLY AND PROPERLY, THE DEVELOPER MUST:
 - a. COMPLETE ALL COMMON FACILITIES BY APPROXIMATELY JUNE, 1980. (SECTION 11018.5 OF THE BUSINESS AND PROFESSIONS CODE.); AND
 - b. PAY ALL THE MONTHLY ASSESSMENTS WHICH HE OWES TO THE HOMEOWNERS ASSOCIATION FOR UNSOLD UNITS. THE PAYMENTS MUST COMMENCE ON THE FIRST DAY OF THE MONTH AFTER SUBDIVIDER CLOSES FIRST SALE. (REGULATIONS 2792.9 AND 2792.16).

THE HOMEOWNER ASSOCIATION MUST:

- c. CAUSE THE FIRST ELECTION OF THE ASSOCIATION'S GOVERNING BODY TO BE HELD WITHIN 45 DAYS AFTER 51% SELL-OUT, OR IN ANY EVENT, NO LATER THAN SIX MONTHS AFTER CLOSING THE FIRST SALE. (REGULATIONS 2792.17 AND 2792.19); AND
- d. PREPARE AND DISTRIBUTE TO ALL HOMEOWNERS A BALANCE SHEET AND INCOME STATEMENT. (REGULATION 2792.22).

COMMON INTEREST SUBDIVISION GENERAL INFORMATION

The project described in the attached Subdivision Public Report is known as a common-interest subdivision. Read the Public Report carefully for more information about the type of subdivision. The subdivision includes common areas and facilities which will be owned and/or operated by an owners' association. Purchase of a lot or unit automatically entitles and obligates you as a member of the association and, in most cases, includes a beneficial interest in the areas and facilities. Since membership in the association is mandatory, you should be aware of the following information before you purchase:

Your ownership in this development and your rights and remedies as a member of its association will be controlled by governing instruments which generally include a Declaration of Restrictions (also known as CC&R's), Articles of Incorporation (or association) and Bylaws. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law. Study these documents carefully before entering into a contract to purchase a subdivision interest.

In order to provide funds for operation and maintenance of the common facilities, the association will levy assessments against your lot/unit. If you are delinquent in the payment of assessments, the association may enforce payment through court proceedings or your lot/unit may be leased and sold through the exercise of a power of sale. The anticipated income and expenses of the association, including the amount that you may expect to pay through assessments, are outlined in the proposed budget. Ask to see a copy of the budget if the subdivider has not already made it available for your examination.

A homeowner association provides a vehicle for the ownership and use of recreational and other common facilities which were designed to attract you to buy in this subdivision. The association also provides a means to accomplish architectural control and to provide a base for homeowner interaction on a variety of issues. The purchaser of an interest in a common-interest subdivision should contemplate active participation in the affairs of the association. He or she should be willing to serve on the board of directors or on committees created by the

board. In short, "they" in a common-interest subdivision is "you". Unless you serve as a member of the governing board or on a committee appointed by the board, your control of the operation of the common areas and facilities is limited to your vote as a member of the association. There are actions that can be taken by the governing body without a vote of the members of the association which can have a significant impact upon the quality of life for association members.

Until there is a sufficient number of purchasers of lots or units in a common-interest subdivision to elect a majority of the governing body, it is likely that the subdivider will effectively control the affairs of the association. It is frequently necessary and equitable that the subdivider do so during the early stages of development. It is vitally important to the owners of individual subdivision interests that the transition from subdivider to resident-owner control be accomplished in an orderly manner and in a spirit of cooperation.

When contemplating the purchase of a dwelling in a common-interest subdivision, you should consider factors beyond the attractiveness of the dwelling units themselves. Study the governing instruments and give careful thought to whether you will be able to exist happily in an atmosphere of cooperative living where the interests of the group must be taken into account as well as the interests of the individual. Remember that managing a common-interest subdivision is very much like governing a small community . . . the management can serve you well, but you will have to work for its success.



SPECIAL NOTES (Continued)

5. THE SUBDIVIDER HAS STATED THAT HE WILL PROVIDE YOU WITH A COPY OF THE ARTICLES OF INCORPORATION, RESTRICTIONS AND BYLAWS, ONLY BY POSTING THEM IN A PROMINENT LOCATION IN THE SALES OFFICE. THESE DOCUMENTS CONTAIN NUMEROUS MATERIAL PROVISIONS THAT SUBSTANTIALLY AFFECT AND CONTROL YOUR RIGHTS, PRIVILEGES, USE, OBLIGATIONS AND COSTS OF MAINTENANCE AND OPERATION. YOU SHOULD READ AND UNDERSTAND THESE DOCUMENTS BEFORE YOU OBLIGATE YOURSELF TO PURCHASE A UNIT.
6. THE SUBDIVIDER STATED HE WILL NOT FURNISH THE CURRENT BOARD OF OFFICERS OF THE HOMEOWNERS ASSOCIATION THE BUILDING PLANS TO INCLUDE DIAGRAMMS OF LOCATION OF MAJOR COMPONENTS, UTILITIES, AND RELATED DATA.

THESE ITEMS WILL BE IMPORTANT TO THE BOARD OF OFFICERS OR THOSE WHO WILL MANAGE OR REPAIR COMMON FACILITIES IN THIS SUBDIVISION.
7. SINCE THE SUBDIVIDER STATES HE WILL NOT FURNISH THE SAID PLANS AND DIAGRAMMS, THE BOARD OF OFFICERS OF THE HOMEOWNER ASSOCIATION SHOULD TRY TO OBTAIN THEM FROM THE CONTRACTORS WHO WORKED ON THE PROJECT OR FROM THE COUNTY/CITY BUILDING DEPARTMENT.
8. THE SUBDIVIDER HAS AN INTEREST IN THE ESCROW COMPANY WHICH IS TO BE USED IN CONNECTION WITH THE SALE OR LEASE OF UNITS IN THIS SUBDIVISION. THE NATURE OF THE SUBDIVIDER'S INTEREST IS SET FORTH IN THE ESCROW INSTRUCTIONS WHICH ARE TO BE USED.
9. IF YOU ACQUIRE TWO OR MORE UNITS YOU MAY BE REQUIRED TO OBTAIN AN AMENDED PUBLIC REPORT BEFORE OFFERING TWO OR MORE OF THE UNITS FOR SALE TO OTHERS. IF YOU INTEND TO SELL TWO OR MORE UNITS OR LEASE THEM FOR MORE THAN ONE YEAR, YOU ARE REQUIRED TO OBTAIN AN AMENDED SUBDIVISION PUBLIC REPORT BEFORE YOU CAN OFFER THE UNITS FOR SALE OR LEASE.
10. **WARNING:** WHEN YOU SELL YOUR LEASEHOLD INTEREST IN A CONDOMINIUM UNIT TO SOMEONE ELSE, YOU MUST GIVE THAT PERSON A COPY OF THE DECLARATION OF RESTRICTIONS, THE ARTICLES OF INCORPORATION AND OF THE BYLAWS. IF YOU FORGET TO DO THIS, IT MAY COST YOU A PENALTY OF \$500.00 -- PLUS ATTORNEY'S FEES PLUS DAMAGES. (SEE CIVIL CODE SECTION 1360.)

INTERESTS TO BE CONVEYED: You will receive a lease to a specified unit, together with an undivided fractional leasehold interest as a tenant in common in the common area together with a membership in "The Gables-Huntington Beach Homeowners Association" and rights to use the common area.

LOCATION AND SIZE: This subdivision is located at Edinger Avenue and Monterey Street within the city limits of Huntington Beach and is serviced by the usual city amenities.

This is a single phase project which consists of approximately 7.605 acres on which twenty buildings containing 80 units and 100 garage spaces, 100 driveway spaces, 59 on-street guest spaces and 53 off-street guest space will be constructed, together with common facilities consisting of a swimming pool, jacuzzi, cabana, volley ball court, landscaped areas and private drives which will be constructed

MANAGEMENT AND OPERATION: The Gables-Huntington Beach Homeowners Association, which you must join, manages and operates the common areas in accordance with the Restrictions, Articles of Incorporation and the Bylaws.

MAINTENANCE AND OPERATIONAL EXPENSES: The subdivider has submitted a budget for the maintenance and operation of the common areas and for long-term reserves. This budget was reviewed by the Department of Real Estate. You should obtain a copy of this budget from the subdivider. Under this budget, the monthly assessment against each subdivision unit is \$65.74 of which \$13.84 is a monthly contribution to long-term reserves and is not to be used to pay for current operating expenses.

IF THE BUDGET FURNISHED TO YOU BY THE DEVELOPER SHOWS A MONTHLY ASSESSMENT FIGURE WHICH VARIES 10% OF MORE FROM THE ASSESSMENT AMOUNT SHOWN IN THIS PUBLIC REPORT, YOU SHOULD CONTACT THE DEPARTMENT OF REAL ESTATE BEFORE ENTERING INTO AN AGREEMENT TO PURCHASE.

The association may increase or decrease assessments at any time in accordance with the procedure prescribed in the CC&R's or Bylaws. In considering the advisability of a decrease (or a smaller increase) in assessments, care should be taken not to eliminate amounts attributable to reserves for replacement or major maintenance.

EXPENSES OF OPERATION ARE DIFFICULT TO PREDICT ACCURATELY AND EVEN IF ACCURATELY ESTIMATED INITIALLY, MOST EXPENSES INCREASE WITH THE AGE OF FACILITIES AND WITH INCREASES IN THE COST OF LIVING.

Monthly assessments will commence on all units during the month following the closing of the first sale of a unit. From that time, the subdivider is required to pay the association a monthly assessment for each unit which he owns, which has not been leased.

The remedies available to the association against owners who are delinquent in the payment of assessments are set forth in the CC&R's. These remedies are available against the subdivider as well as against other owners.

MAINTENANCE AND OPERATIONAL EXPENSES: (Continued)

The subdivider has posted a bond as partial security for his obligation to pay these assessments. The governing body of the association should assure itself that the subdivider has satisfied his obligations to the association with respect to the payment of assessments before agreeing to a release or exoneration of the security.

EASEMENTS: Easements for utilities and other purposes are shown on the Title Report and Subdivision Map recorded in the Office of the Orange County Recorder, Book 456 of Miscellaneous Maps, Pages 48 thru 49 and Condominium Plan recorded in Book 13358, Page 1193.

TITLE: Title is vested in Houser Bros. Co., a limited partnership, subject to:

A Ground Lease dated October 19, 1979, executed by Houser Bros. Co., a limited partnership, as Lessor, and Robert P. Warmington, a married man, as Lessee, a memorandum of which was recorded October 22, 1979 in Book 13362, Page 320 of Official Records and re-recorded December 6, 1979 in Book 13424, Page 499 of Official Records. Robert P. Warmington in turn has sublet the Ground Lease to Robert P. Warmington Co., a California corporation, the applicant.

RESTRICTIONS: This subdivision is subject to Restrictions recorded in the Office of the Orange County Recorder, Book 13618, Page 982.

FOR INFORMATION AS TO YOUR OBLIGATIONS AND RIGHTS,
YOU SHOULD READ THE RESTRICTIONS. THE SUBDIVIDER
SHOULD MAKE THEM AVAILABLE TO YOU.

WATER RIGHTS: You will not own the water rights under your land below a depth of 500 feet. These have been dedicated to the City of Huntington Beach. The right to surface entry has been waived.

USES AND ZONING: Property to the south is zoned MH (Mobilehome).

TAXES: The maximum amount of any tax on real property that can be collected annually by counties is 1% of the full cash value of the property. With the addition of interest and redemption charges on any indebtedness, approved by voters prior to July 1, 1978, the total property tax rate in most counties is approximately 1.25% of the full cash value.

For the purchaser of a lot or unit in this subdivision, the "full cash value" of the lot or unit will be the valuation, as reflected on the tax roll, determined by the county assessor as of the date of purchase of the lot or unit or as of the date of completion of an improvement on the lot if that occurs after the date of purchase.

CONDITIONS OF SALE: If your purchase involves financing, a form of deed of trust and note will be used. These documents may contain the following provisions:

An Acceleration Clause. This means that if you sell the property or default in your payment, the lender may declare the entire unpaid loan balance immediately due and payable.

A Late Charge. This means that if you are late in making your monthly payment you may have to pay an additional amount as a penalty.

A Prepayment Penalty. This means that if you wish to pay off your loan in whole or in part before it is due, you may be required to pay an additional amount as a penalty in accordance with the terms of the loan.

Transfer of the interest to the purchaser may be by a lease. Your rights and responsibilities are governed by the specific terms of such lease. You should read the entire lease.

The lease includes the following provision:

If you do not pay your installment on time, you may lose your property and all money you have paid in.

BEFORE SIGNING, YOU SHOULD READ AND THOROUGHLY
UNDERSTAND ALL LOAN DOCUMENTS.

PURCHASE MONEY HANDLING: The subdivider must impound all funds received from you in an escrow depository until legal title is delivered to you. (Refer to Sections 11013 and 11013.2(a) of the Business and Professions Code.)

If the escrow has not closed on your unit within one (1) year of the date of your deposit receipt, you may request return of your deposit.

FILLED GROUND: The common area contains filled ground varying to a maximum depth of 3.6 feet. These soils are to be properly compacted for the intended use under the supervision of a State licensed engineer.

FLOOD AND DRAINAGE: Orange County advises as follows:

The land lies within the historic floodplain of the Santa Ana River where the risk of flooding has been substantially reduced since the completion of Prado Dam and Reservoir by the U. S. Corps of Engineers in 1941. The largest flood-producing storm since completion of the dam occurred in 1969, an event which to the best information now available can be expected to recur on an average of 25 to 30 years over a long period of time. Peak discharges in 1969 seriously damaged the Santa Ana River levees within Orange County, but no outbreak occurred and the levees have now been repaired.

FLOOD AND DRAINAGE: (Continued)

In a report entitled "Flood Insurance Study Huntington Beach, California" prepared by the U. S. Army Corps of Engineers for the Federal Insurance Administration, the Corps of Engineers indicates that the occurrence of a storm with a recurrence interval approximating 50 years or greater will generate flows exceeding the present capacity of the Santa Ana River Channel. Such flows will cause breaching of the river levee at indeterminable locations followed by widespread flooding of the Talbert Valley. It is believed impossible to predict in advance where such break-out might occur or what particular area would subsequently be inundated.

The Corps of Engineers recently completed a study proposing modification to the Santa Ana River in the County of Orange, to Prado Dam, and the construction of an additional dam in the Mentone area of San Bernardino County. However, it is impossible to predict when project authorization will be made by Congress, the appropriation approved, and the actual construction accomplished.

It is the opinion of this office that upon completion of the construction in accordance with the proposed grading, storm drain and street plans, the improvements on the building pads will be protected from flooding from storms occurring on an average of once every 50 years or less.

PUBLIC TRANSPORTATION: Bus service is available adjacent to the site on Edinger Avenue.

SCHOOLS: The Ocean View School District provides the following information:

<u>School</u>	<u>Distance</u>
Haven View School 16081 Waikiki Lane Huntington Beach, California	1/4 mile

The projected enrollment from the proposed tract is twenty K-8 grade students. The capacity of Haven View School is 510 and enrollment is 447.

The District shall provide free transportation to and from school for pupils who live beyond the minimum distances, as measured by the shortest route. Where hazardous conditions exist, transportation may be provided for students who live less than the minimum distances. Handicapped children will be provided transportation as needed.

The Huntington Beach Union High School District provides the following information:

<u>School</u>	<u>Distance</u>
Marina High School 15871 Springdale Huntington Beach, California	1.7 miles

SCHOOLS: (Continued)

Transportation is furnished at District expense to students living a distance of more than three miles from their schools.

Huntington Beach Union High School District has six comprehensive high schools with a total capacity of 16,367 and a current enrollment of 21,346. This student overload is being accommodated by temporary structures and extended day schedule. The impact of continued enrollment growth will accelerate the extension of the school day and the continued implementation of other housing alternatives until a new high school is constructed. Any new housing must be considered carefully based on the availability of schools in Huntington Beach Union High School District.

NOTE: This school information was correct as of the date of this report. Purchasers may contact the local school district for current information on school assignments, facilities and bus service.

For further information in regard to this subdivision, you may call (213) 620-2700 or examine the documents at the Department of Real Estate, 107 South Broadway, Suite 7001, Los Angeles, CA 90012.

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Part 2 Page 132 of 182

Branch :ORI,User :DDEL

Comment:

Station Id :DMCL

RECORDED
REQUESTED BY

5002

BK 13690Pg 109:

WHEN RECORDED RETURN TO:

\$6.00
C1

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

MESERVE, MUMPER & HUGHES
5190 Campus Drive
Newport Beach, CA 92660

-3 00 P.M. AUG 5 '80

Attn: Frank D. Stiefel

LEE A. BRANCH, County Recorder

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR THE HUNTINGTON BEACH GABLES

Tract 10542
City of Huntington Beach
Orange County, California

This First Amendment to Declaration of Covenants, Conditions and Restrictions is made this 30 day of JULY, 1980, by THE ROBERT P. WARMINGTON CO., a California corporation ("RPW Co."), HOUSER BROS. CO., a California limited partnership ("Houser") and ROBERT P. WARMINGTON, an individual ("Warmington").

WHEREAS, Houser is the owner of the fee interest in the following described property (the "Property"):

Lots 1 and 2 of Tract No. 10542 as per map recorded in Book 456, Pages 49 and 50, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California; and

WHEREAS, Warmington is the lessee of the Property; and

WHEREAS, RPW Co. is the sublessee and the developer of the improvements constructed on the Property, and is also the Declarant as that term is defined in that certain Declaration of Covenants, Conditions and Restrictions recorded May 28, 1980, in Book 13618, pages 982 through 1030, inclusive, Official Records of Orange County, California (the "Declaration"); and

WHEREAS, Warmington and RPW Co. intend to assign, convey and set over to ultimate consumers, various leasehold and fee interests in the Condominium Units, as defined in the Declaration, which collectively shall constitute the Condominium to be acquired by said consumer; and

WHEREAS, Warmington, Houser and RPW Co. desire to clarify the Declaration to insure that the interests so conveyed are inseparable and constitute the entire interest to be conveyed, which clarification requires an amendment to the Declaration.

BK 13690PG 1092

NOW THEREFORE, Warmington, Houser and RPW Co., do hereby declare as follows:

1. That collectively they are the sole owners of the Property as their interests may appear.
2. That they retain the exclusive and sole right to amend the Declaration.
3. That, in furtherance of the foregoing, the following amendments are hereby made to the Declaration:

(a) Section 1.13 of the Declaration is hereby amended to read as follows:

"Section 1.13. Owner/Ownership: "Owner" shall mean and refer to the record assignee of the rights of Declarant and/or a lessee or sublessee to a Unit, but excluding those having such interest merely as security for the performance of an obligation. Such term shall also mean and refer to the Lessee or Lessor if either succeeds to the rights of said assignee through termination of any lease or sublease or by any other means. All references herein to "ownership" shall mean and refer to the ownership of a leasehold or subleasehold interest."

(b) Section 2.2 of the Declaration is hereby amended to read as follows:

"Section 2.2. Elements of Condominium: Each Condominium shall be comprised of the following elements:

(a) A leasehold or sub-leasehold estate in a Unit as shown and defined on the Condominium Plan, excepting that portion of a Unit consisting of buildings and other improvements;

(b) An undivided one-eightieth (1/80) interest in a leasehold or subleasehold interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion of the Common Area consisting of building and other improvements;

(c) An exclusive easement on the leasehold or sub-leasehold estate referred to in item (b) above, which easement is defined as Restricted Common Area as described on the Condominium Plan for entry, staircases and attic space relating to each Unit, excepting that portion consisting of buildings and other improvements;

BK 13690Pg 1093

(d) A non-exclusive easement and right to use the leasehold or sub-leasehold estate referred to in item (b) above except the Restricted Common Area, excepting that portion consisting of buildings and other improvements;

(e) A fee interest in that portion of a Unit, as shown and defined on the Condominium Plan, which consists of buildings and other improvements;

(f) An undivided one eightieth (1/80) fee interest in and to those portions of the Common Area, as shown and defined on the Condominium Plan which consist of buildings and other improvements;

(g) An exclusive easement on the fee estate referred to in item (f) above which easement is defined as Restricted Common Area as described on the Condominium Plan for entry, staircases and attic space relating to each Unit which consist of buildings and other improvements;

(h) A non-exclusive easement and right to use the fee estate referred to in item (f) above except the Restricted Common Area, which consist of buildings and improvements; and

(i) A membership in the Association."

4. All other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day first above written, its effective date.

THE ROBERT P. WARMINGTON CO.,
a California corporation

By Ronald D. Drell

HOUSER BROS., CO., a California
Limited Partnership

By Clifford G. Houser

By Arthur F. Houser

Robert P. Warmington
Robert P. Warmington

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Branch :ORI,User :DDEL

Comment:

Station Id :DMCL

.445 CA (8-74)

(Corporation)

STATE OF CALIFORNIA

COUNTY OF Orange

SS.

On July 31, 1980 before me, the undersigned, a Notary Public in and for said
State, personally appeared Roger D. Samell
known to me to be the Nice President, andknown to me to be _____ Secretary
of the corporation that executed the within instrument,
known to me to be the persons who executed the within
instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the
within instrument pursuant to its by-laws or a resolution of
its board of directors.

WITNESS my hand and official seal.

Signature Pearl L. HuntTITLE INSURANCE
AND TRUST

A TICOR COMPANY



(This area for official notarial seal)

TO 1946 CA (8-74)

(Partnership)

STATE OF CALIFORNIA

COUNTY OF ORANGE

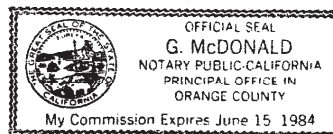
SS.

On AUGUST 4, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared
CLIFFORD C. HOUSER AND VERNON F. HOUSERknown to me
to be BOTH of the partners of the partnership
that executed the within instrument, and acknowledged to me
that such partnership executed the same.

WITNESS my hand and official seal.

Signature G. McDonaldTITLE INSURANCE
AND TRUST

A TICOR COMPANY



(This area for official notarial seal)

TO 1944 CA (8-74)

(Individual)

STATE OF CALIFORNIA

COUNTY OF Orange

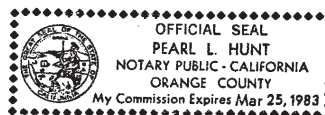
SS.

On July 31, 1980 before me, the undersigned, a Notary Public in and for said
State, personally appeared Robert F. Warringtonknown to me
to be the person whose name is subscribed
to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature Pearl L. HuntTITLE INSURANCE
AND TRUST

A TICOR COMPANY



(This area for official notarial seal)

BK 13690Pg 1094

RANCHO DEL REY OVER 55 MANUFACTURED HOME PARK

Qualifying and Occupancy Requirements 2018

16222 Monterey Lane

Huntington Beach 92649

THANYA

5 STAR HOMES SP#1231425

714 308-7735

General Information:

- *EACH, Prospective Resident must submit a park application with attached proof of income prior to opening escrow*
- *Person/s to occupy the home must verify income of \$3786 per month, renting of property or sub-letting is not allowed*
- *Park may ONLY use income of owner/occupant 55 or over, registered on Title and sign Lease Agreement*
- *Income verification MUST be in the form of COPIES; direct deposit, bank statements showing SOURCE, social security, retirement, pay stubs, etc. Funds/savings in an account is NOT income*
- *Applicants MAY submit Income Tax Statement for alternate verification of income if more convenient*
- *One owner 55 or over, others over 18, residents MUST park cars in driveway, guest parking for guests only. Extra resident's cars may park on Monterey Lane*
- *Park allows two small indoor pets, dogs 22 lbs OR 15 in" at shoulder*
- *Dogs must be on leash at all times, no solid fencing, privacy screens are allowed. May have doggie gate if home has a porch, with owner present. Dogs are not allowed to be left in any enclosed area, not allowed on common area or in the park office. Dogs may be walked thru the park on leash*
- *Monthly space rent \$1325 for 2018, plus utilities. Space rent increases each year between 2%-4%. Lease is for one year*
- *Mandatory meeting with manager with ALL occupants for Rules and Regulations for final park approval, week day appointments only*
- *Obtaining a loan or paying cash for a home is separate from qualifying for park income requirement. If obtaining a loan, the amount of the mortgage payment will be added to the park's income requirement * 5 Star Home Lending Richard Herr/714 891-6383 *Request a park and loan application* Thanya 714 308-7735*

**RANCHO DEL REY MOBILE HOME ESTATES
16222 MONTEREY LANE
HUNTINGTON BEACH, CALIFORNIA**

MOBILEHOME RENTAL AGREEMENT

INFORMATION SUMMARY

The following information from the Agreement is summarized for the convenience of both of us. Please see the applicable paragraphs in this Agreement for the complete information which controls if there is a difference between it and the following:

- A. Space Number: 376
- B. Resident(s): Laura Ryan, Lisa T. Ryan, Patricia C. Ryan
- C. Date this Agreement Begins and Length/Term of this Agreement:
- (1) On a month-to-month basis beginning _____, 20____.
- _____
(Resident's Initials)
- (2) For a period of 12 months beginning 1-1- 2006 LJR
(not to exceed 12 months). _____
(Resident's Initials)
- D. Monthly Rent: Your beginning monthly rent will be \$ 696.00. The amount of your rent may be increased at any time on ninety (90) days' notice. The increase in rent may be made because of such things as new or increased operating expenses we may incur, increases in what we believe to be a fair market rent for your mobilehome space or any other reason we believe, in our sole discretion, to be appropriate so long as the rent increase is not otherwise specifically prohibited by law. _____
(Resident's Initials)
- E. Utilities:
- (1) Utilities You Pay to Park:
- Electricity, Water and Natural Gas on submetered basis.
- Sewer and Trash at an initial charge of \$ 10.27 /month for Sewer and
\$ 12.33 /month for Trash.
- (2) Utilities Included in Your Rent: None.
- (3) Utilities you purchase from Others: Telephone and cable TV.
- Utilities may be increased or changed as allowed by this Agreement.

F. Other Charges:

- (1) Late Payment: \$20.00
- (2) Returned Checks: \$20.00
- (3) Security Deposit: \$ 0
- (4) RV/Extra Vehicles: \$ 60.00 per month per vehicle
- (5) Government Fees: As charged to Park
- (6) Extra Persons Charge: \$ 0 per day per person
- (7) Guest Cottage Charge: \$ 50.00 per day.
- (8) Other: _____

These above charges may be increased or changed as allowed by this Agreement.

- G. Facilities to be provided by the Park for Residents during the term of this Agreement, unless changed: The streets, R.V. storage area (subject to separate agreement and charge), 2 clubhouses, 2 swimming pools and spas, 4 saunas, 3 laundry rooms and 2 guest cottages which are available for residents to rent to house their short-term guests.

- H. Services to be provided by the Park for Residents during the term of this Agreement, unless changed: Park Manager, electricity, natural gas, water, sewer, and trash.

Facilities and services may be decreased or changed as allowed by this Agreement. The cost of providing and maintaining facilities and services may increase your rent per the provisions of this Agreement.

DISCLOSURES AND IMPORTANT ACKNOWLEDGMENTS

OUR MOBILEHOME PARK IS AN OLDER PARK; THEREFORE, THE UTILITY SYSTEMS (ELECTRIC, NATURAL GAS, SEWER AND WATER) DO NOT WORK AS WELL AS NEWER SYSTEMS AND DO PERIODICALLY BREAK DOWN OR PROVIDE LESS-THAN-ADEQUATE SERVICE.

YOU ACKNOWLEDGE THAT WE HAVE OFFERED YOU THE OPTION OF HAVING THIS AGREEMENT HAVE A TERM OF 12 MONTHS OR LESS, INCLUDING A MONTH-TO-MONTH TENANCY. YOU ALSO ACKNOWLEDGE THAT YOU HAVE VOLUNTARILY SELECTED THE TERM LISTED AT PARAGRAPH C ON PAGE 1 OF THIS AGREEMENT.

RESOLUTION OF DISPUTES: YOU AGREE THAT THOSE DISPUTES WHICH ARE SPECIFIED IN PARAGRAPH 6 OF THIS AGREEMENT, WHICH IS ENTITLED "RESOLUTION OF DISPUTES," WILL BE DETERMINED BY SUBMISSION TO WHAT IS KNOWN AS A REFERENCE AND NOT BY WHAT MOST PEOPLE CONSIDER THE NORMAL LAWSUIT OR BY RESORTING TO NORMAL COURT PROCESSES. BY SIGNING THIS AGREEMENT, BOTH YOU AND WE ARE GIVING UP OUR CONSTITUTIONAL RIGHT TO HAVE THOSE DISPUTES DECIDED IN A COURT OF LAW BEFORE A JURY AND, INSTEAD, ARE ACCEPTING THE USE OF THE REFERENCE PROCEDURES.

I AGREE I HAVE READ AND UNDERSTOOD THE ABOVE DISCLOSURES AND ACKNOWLEDGMENTS.

SIGNATURE: _____

DATE: 1/18/2006

SIGNATURE: _____

DATE: 1/20/2006

SIGNATURE: _____

DATE: _____

1. **TERM:** You are renting the Space listed at paragraph A on page 1 of this Agreement in Rancho Del Rey Mobile Home Estates located in Huntington Beach, California (the Park). This Agreement is for the term and begins on the date listed at paragraph C on page 1 of this Agreement unless it terminates earlier per the termination paragraphs of this Agreement.

2. **RENT:** Your rent will be the amount listed at paragraph D on page 1 of this Agreement and it may be increased as permitted by that paragraph.

3. **UTILITIES:**

3.1 You are responsible for making sure that your mobilehome and all appliances and equipment in your mobilehome are compatible with the electric service and capacity now available, and we shall have no liability or responsibility to you if the available electrical supply is incompatible. You agree not to install electrical appliances which will use energy in excess of the electrical service and capacity available to your Space. You also agree that you will not attempt to increase the electrical service and capacity of your Space by installing any device or doing anything else unless you have received our prior written permission. If your electrical demands exceed the capability of the Park, or are otherwise inconsistent with the capabilities of the Park, you will be deemed to be in default under your rental or lease agreement and you will, in addition to all of the remedies available to us, reimburse us within ten (10) working days for any costs and expense we incur in remedying the situation created by your use of excessive or inconsistent electrical demands. You also agree to indemnify and hold us harmless against any loss, cost, damage, expense (including attorneys' fees and costs) or other liability incurred or imposed by reason of any injury to persons or property which occurs as a result of your electrical demands. As the amount of such electrical service and capacity will affect your ability to have electrical appliances, you must determine in advance from us in writing the amount of electrical service and capacity available to your Space and insure that your mobilehome and all appliances and equipment in it are compatible with that service and capacity.

3.2 We will provide, submeter and separately charge you monthly for gas, water, and electricity. Any increases in the cost of utilities submetered will be immediately passed-through and paid by you. We will initially charge you monthly the amount indicated in paragraph E(1) on page 1 of this Agreement for trash and sewer. Any increase in the cost of utilities separately charged will be immediately passed-through and paid by you, at such prevailing rates regulated and authorized by the utility companies. You will contract with and pay directly for all other utilities you require.

4. **RENT AND OTHER CHARGES:**

4.1 If you do not maintain your mobilehome or Space as required by this Agreement and the Rules and Regulations, we may give you a notice requiring you to comply in fourteen (14) days. If you do not, we may charge you a reasonable fee for having this work done. In accordance with Civil Code §798.36 Management may after providing you with 14 days notice charge you with the reasonable costs for removal personal property and storage thereof for a period of sixty-day period prior to the ultimate disposal of unclaimed property.

4.2 If you store or park a vehicle, trailer or something else in the recreational vehicle storage lot or other extra vehicle parking area, you will be charged the amount indicated in paragraph F(4) on page 2 of this Agreement. This charge may be increased at any time on sixty (60) days' written notice. This storage or parking will be per the terms

REGARDING A REFERENCE ALSO APPLIES TO MEDIATION.

6.5 WE MAY, AT OUR OPTION, ELECT TO HAVE ANY OF THE FOLLOWING DISPUTES SUBMITTED TO A REFERENCE OR TO BE TRIED IN THE COURTS UNDER NORMAL PROCEDURES TO A JUDGE SITTING ALONE WITHOUT A JURY: (a) TERMINATION OF TENANCY DUE TO A FAILURE TO PAY RENT OR OTHER CHARGES OR FOR ANY OF THE OTHER REASONS TENANCY MAY BE TERMINATED PER CIVIL CODE §798.56(a) THROUGH (e), INCLUSIVE; (b) FORCIBLE DETAINER; (c) INJUNCTIVE RELIEF PER (i) CODE OF CIVIL PROCEDURE §527.6, (ii) CIVIL CODE §798.87(b), OR (iii) CIVIL CODE §798.88; (d) PAYMENT OF THE MAINTENANCE FEE PROVIDED FOR IN CIVIL CODE §798.36; (e) CONDEMNATION OR A CHANGE OF THE USE OF THE PARK AS PROVIDED IN CIVIL CODE §798.56(f) AND (g); AND (f) TO PRESERVE ANY EQUITABLE RIGHTS RELATING TO ANY DISPUTE. MEDIATION WILL NOT OCCUR FOR THE DISPUTES IN THIS PARAGRAPH 6.5.

6.6 "DISPUTE" INCLUDES NOT ONLY DISPUTES YOU MAY HAVE WITH US BUT ALSO DISPUTES AGAINST ANY OF OUR EMPLOYEES, CONTRACTORS, AGENTS OR ANY OTHER PERSON WHO YOU CONTEND HAS INJURED YOU WHEN YOU ALSO CONTEND THAT WE ARE RESPONSIBLE FOR THAT OTHER PERSON'S ACTS OR FAILURE TO ACT.

6.7 BEFORE THE LAWSUIT REQUIRED TO BEGIN A REFERENCE MAY BE FILED, MEDIATION MUST BE ATTEMPTED. THIS IS DONE BY YOU SERVING US AND THE JUDICIAL ARBITRATION AND MEDIATION SERVICE, INC. ("JAMS") WITH A WRITTEN DEMAND OR NOTICE OF INTENTION TO REQUIRE A REFERENCE.

6.8 YOU MUST GIVE US THIS NOTICE NOT LATER THAN ONE (1) YEAR FROM THE DATE YOU OR ANY MEMBER OF YOUR HOUSEHOLD FIRST BECAME AWARE OF (OR REASONABLY SHOULD HAVE BEEN AWARE OF) THE DISPUTE. IF YOU DO NOT GIVE US NOTICE WITHIN THE ONE (1) YEAR TIME PERIOD, YOU AGREE WE WILL NOT BE LIABLE TO YOU FOR ANY INJURY OR DAMAGE YOU OR OTHERS IN YOUR HOUSEHOLD MAY EXPERIENCE AND, THEREFORE, THAT DISPUTE WILL NOT BE SUBJECT TO A REFERENCE OR ANY PROCEEDING IN THE COURTS. THIS ONE (1) YEAR TIME LIMITATION APPLIES TO BEING ENTITLED TO BOTH MEDIATION AND A REFERENCE. FOR EXAMPLE, IF THE DATE WHEN YOU FIRST BECAME AWARE OF THE DISPUTE WAS JANUARY 1, 1995, NOTICE OF THE DISPUTE MUST BE GIVEN BY YOU TO US BY DECEMBER 31, 1995 IN ORDER TO HAVE THE DISPUTE MEDIATED AND HAVE A REFERENCE, AND IF NOTICE WAS GIVEN AFTER DECEMBER 31, 1995, NEITHER MEDIATION OR A REFERENCE WOULD OCCUR.

6.9 THE NOTICE REFERRED TO IN PARAGRAPH 6.8 MUST PROVIDE: (i) A DESCRIPTION OF THE DISPUTE, AND (ii) FACTS FROM WHICH THE DISPUTE ARISES INCLUDING WITNESSES, DATES, TIMES AND CIRCUMSTANCES. IF THE DISPUTE IS NOT RESOLVED IN NINETY (90) DAYS BY MEDIATION, THE DISPUTE

DETERMINED TO BE NECESSARY BY THE MEDIATOR OR REFEREE, THE FAILURE OF ONE OF US TO PAY WILL NOT, HOWEVER, ABATE, STAY, OR SUSPEND THE MEDIATION OR REFERENCE AND THE MEDIATOR OR REFERENCE.

6.14 YOU ACKNOWLEDGE HAVING READ THIS PARAGRAPH 6. YOU ALSO AGREE THAT THESE PROVISIONS WILL APPLY TO YOU AT ALL TIMES IN THE FUTURE (EVEN THOUGH THAT MAY BE BEYOND THE TERM OF THIS AGREEMENT OR AFTER YOUR TENANCY OR THIS AGREEMENT HAS BEEN TERMINATED OR YOU MOVE FROM THE PARK) UNLESS THESE PROVISIONS ARE ELIMINATED AFTER THE TERM OF THIS AGREEMENT ENDS BY A WRITTEN 60-DAY NOTICE FROM US TO YOU.

6.15 NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE YOUR DISPUTES WITH US DECIDED BY A NEUTRAL REFEREE AS PROVIDED BY CALIFORNIA LAW, AND YOU ARE GIVING UP ALL RIGHTS YOU HAVE TO HAVE THE DISPUTES LITIGATED IN A COURT OR BY A JURY TRIAL. IF YOU REFUSE TO SUBMIT TO A REFERENCE AFTER AGREEING TO THESE PROVISIONS, YOU MAY BE COMPELLED TO A REFERENCE UNDER CALIFORNIA LAW. YOUR AGREEMENT TO THESE PROVISIONS IS VOLUNTARY. YOU HAVE READ AND UNDERSTAND THIS PARAGRAPH 6 AND AGREE TO SUBMIT YOUR DISPUTES TO A "REFERENCE" AS PROVIDED IN THIS PARAGRAPH 6.

BY INITIALING BELOW, YOU ACKNOWLEDGE THE PROVISIONS AND AGREEMENTS IN PARAGRAPH 6 ABOVE.

Initials of Homeowner(s): JK

7. **SALE OF MOBILEHOME:** You may sell/transfer your mobilehome per your and our rights and obligations under this Agreement. You must, however, give us sixty (60) days' written notice of your intent to sell/transfer your mobilehome. You must also give us written notice at least ten (10) days prior to your execution of any escrow, sale, exchange, transfer or other agreement. The requirements of this Agreement and this paragraph will apply even if you sell or transfer only a portion of your interest in your mobilehome.

8. **REMOVAL OF MOBILEHOMES UPON SALE TO THIRD PARTIES:**

We may, in order to upgrade the quality of the Park, require the removal of mobilehomes from the Spaces upon their sale or transfer to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law. Any such rights granted us due to amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable law may be enforced by us at our option.

9. **APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS:**

9.1 If your prospective buyer/transferee intends for the mobilehome to remain in the Park, or the buyer/transferee intends to reside in the Park, the buyer/transferee must do the following before occupying the mobilehome or Space: complete an application for residency, sign the Park's current rental or lease agreement which may be different than this Agreement and be accepted by us. The rent we are then charging may be increased to any amount we believe appropriate. We may request a financial statement, credit report, references and other reasonable information we need from any prospective buyer/ transferee. If the buyer/transferee is not approved by us or does not

in effect after your breach and abandonment and recover rent as it becomes due, if you have the right to sublet or assign, subject only to reasonable limitations).

14.3 You agree that the amount of our damages against you per the terms of this paragraph 13 may, at our sole option, be determined by paragraph 6 of this Agreement and that the mediation portions of such provisions shall not be applicable.

15. **INDEMNIFICATION:** To the fullest extent the law allows, we have no liability to you or anyone else for anything which is not caused by our active negligence or willful acts and you agree to completely release, discharge, indemnify, and hold us free and harmless from all claims for which we are not liable, including providing a defense and the payment of attorneys' fees and costs of an attorney we choose. You agree to indemnify and hold us harmless from all claims, including providing a defense and the payment of attorneys' fees, and costs of an attorney we choose, which occur because of the negligent or willful conduct of you or others who you invite to be in the Park. You also agree to indemnify and hold us harmless from all claims you may have of economic loss, diminution in market value, or depreciation of your mobilehome, and other improvements.

16. **INCORPORATED DOCUMENTS:** You agree you have received, read and understood a copy of: This Agreement; the Mobilehome Residency Law which is effective as of January 1st of the year in which you signed this Agreement or signed a document accepting an assignment of this Agreement (which you agree was attached to this Agreement at the time you received it); the Rules and Regulations (including signs posted in the common areas) which you agree are effective immediately; R.V. Storage Agreement; and other: _____. You understand that by signing this Agreement, you are bound by all of the terms and conditions of these documents and signs as they may be revised per this Agreement.

17. **COMPLIANCE WITH LAW AND RULES AND REGULATIONS:** You agree to comply with all applicable laws, ordinances, regulations and all terms of this Agreement, the Rules and Regulations, and all terms contained in any document referred to in this Agreement, as they may be changed.

18. **ZONING, USE PERMIT AND OWNER INFORMATION:** The zoning under which the Park operates is MHP - Mobilehome Park. The permits under which the Park operates are not subject to expiration or renewal. The Park is not located on land which we lease from someone else, but we do have the option to enter into such a lease at any time in the future. If we exercise this option, we will notify you of the expiration date of the lease.

19. **TRANSFER OF PARK'S INTEREST:** If we sell or transfer our interest in the Park to anyone else, we will be automatically relieved of our obligations under this Agreement which occur after the date of the sale/transfer.

20. **NOTICES:** All notices required or allowed by this Agreement must be in writing. Except for notices terminating your tenancy, the service of any other notice on you will be valid if it is personally served on you or mailed to you at your address in the Park by First Class United States Mail, postage prepaid.

21. **WAIVER:**

21.1 If you fail to meet any of your obligations under this Agreement, a delay or omission by us in exercising any right or remedy we have because of your default will not impair any of our rights or remedies against you, nor will it be considered a waiver by us of any right or remedy. No waiver by us of our right to enforce any provision of this Agreement after any default on your part will be effective unless it is made in writing and signed by us, nor will it be considered a waiver of our rights to enforce each and every provision of this Agreement upon any further or other default on your part. Our acceptance of rent will also not be a waiver of any breach by you of any term or provision of this Agreement, including any rule, regulation or other term or provision contained in any document referred to in this Agreement.

21.2 Any delay, omission, or mistake by us in exercising any right to make any of the increases allowed by paragraph 2 of this Agreement or other provisions of this Agreement will not impair any of our rights or be considered to be a waiver by us. Instead, we may, at any time, correct our delay, omission, or mistake and collect from you the full

28. **HOLDOVER TENANCY:** If you continue to live in the Park after the term of this Agreement has expired or it has been terminated (including any extension of the initial term we agree to), and you have not signed a new rental or lease agreement with us, you shall be on a month-to-month tenancy. During that month-to-month tenancy, you will pay all rent and other charges required by this Agreement and all the terms and provisions of this Agreement, including the "Resolution of Disputes" provisions will continue to apply to you. We may, however, increase the rent or charges you pay or change any other terms of this Agreement upon ninety (90) days' written notice to you.

29. **COUNTERPARTS:** This Agreement may be signed in duplicate copies, each of which shall be considered an original, but all of which taken together will be one and the same document.

30. **EXHIBITS:** Each exhibit or other document referred to in this Agreement is attached or enclosed and incorporated in this Agreement by this reference.

31. **OWNER'S APPROVAL AND OPTIONS:** All references in this Agreement and documents it refers to that our approval is required or other similar terms indicating our approval must be obtained by you means you must obtain our prior written approval by submitting a written request to us which describes what you want to do. References in this Agreement that we may, at our option, adjust or increase rents up to or by a certain amount or do anything else at our option, means we have the right, if we wish, to do so.

32. **STATUTE OF LIMITATION: ANY LAWSUIT OR OTHER ACTION AGAINST US MUST BE FILED BY YOU WITH THE COURT NOT LATER THAN ONE (1) YEAR FROM THE DATE YOU OR ANY MEMBER OF YOUR HOUSEHOLD FIRST BECAME AWARE OF (OR REASONABLY SHOULD HAVE BEEN AWARE OF) THE DISPUTE OR CLAIM. IF YOU DO NOT FILE THE LAWSUIT OR OTHER ACTION AGAINST US WITH THE COURTS WITHIN THIS ONE (1) YEAR TIME PERIOD, YOU WILL HAVE NO RIGHT TO PROSECUTE OR PURSUE THE LAWSUIT OR OTHER ACTION AND YOU AGREE WE WILL NOT BE LIABLE TO YOU FOR ANY OF THE CLAIMS, DAMAGES, OR OTHER ALLEGATIONS AND RELIEF ASSERTED IN THE LAWSUIT OR OTHER ACTION. IF THE RESOLUTION OF DISPUTES PROVISIONS OF THIS AGREEMENT ARE APPLICABLE TO YOUR DISPUTE OR CLAIM, THEY, TOO, WILL BE SUBJECT TO THE LIMITATIONS OF THIS PARAGRAPH.**

33. **USE AND OCCUPANCY:** Unless otherwise specifically allowed by this Agreement or other documents it incorporates, at all times one of the persons listed on the last page of this Agreement, or on the document assigning this Agreement, must be the "registered" owner of the mobilehome, and that person must regularly occupy the mobilehome, and it must also be their primary residence. When title to the Mobilehome is held in a trust which has been established for the purpose of estate planning one of the person(s) who established the trust must reside in the home on full time basis. You agree that the information you have provided us regarding you, other members of your household and your mobilehome is true and correct. You also agree to promptly notify us, in writing, of any change in this information. Please refer to the Rules and Regulations for further clarification of your use and occupancy of the mobilehome and Space. We, or someone we designate, may conduct a mobilehome sales or rental business in the Park.

34. **INSPECTION:** By signing this Agreement, or accepting an assignment of it, you agree you have carefully inspected the Space you are renting and all of our services, improvements and facilities and you have found them to be safe and as represented by us to you, either orally or in writing, and you accept them as they are. To the extent that you have found such services, improvements and facilities not to be safe or not to be as represented by us to you, either orally or in writing, you nonetheless agree to accept them as they are.

35. **ENFORCEMENT OF CONDITIONS OF TENANCY:** You agree that the enforcement of this Agreement, the Rules and Regulations and the provisions of other documents and conditions of tenancy are a private matter between us and each resident on an individual basis and the enforcement or the lack thereof by us with regard to any resident shall not result in any damage or injury to, or claim by you. You also agree that you are not a third party beneficiary of any agreement between us and any other residents or person(s).

36. **MAINTENANCE OF IMPROVEMENTS:** You are financially responsible to maintain, repair and replace as reasonably necessary your mobilehome and all equipment, structures and other improvements to your mobilehome

and Space in good and safe condition and repair and in an aesthetically pleasing condition at all times. This includes, without limitation, the following: the mobilehome, accessory equipment and structures, fences, driveways (except park installed driveways), trees (except trees which present a specific health and safety violation or hazard), banks, and landscaping. Regardless of whether you are the original homeowner/occupant of the Space or of your mobilehome or purchased your mobilehome from a former homeowner who previously lived at your Space, this paragraph applies to you and you are responsible even for those things which were installed by a former owner or resident of the mobilehome or Space, us, or any prior or future owner of the Park. You are financially responsible for insuring at all times that the mobilehome, Space, and their improvements complies with all local, state and federal laws and regulations. (The only exception is any of the Park's utility systems on your Space which are owned by us or a utility company so we or they are responsible for them and park installed driveways.) The preceding includes without limitation such things as: insuring that the drainage is sufficient to prevent water from accumulating on your Space or under your mobilehome or running off so it adversely affects other Spaces or our property; that all required setbacks and lot line requirements are met and there are no encroachments on other property; that all building code and other similar requirements are met; and that all building and other permits have been obtained.

37. **CONDEMNATION:** If any portion of the Park is taken under the power of eminent domain, or is sold to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending or the utility systems or other portions of the Park are or will be affected by the condemnation to the point where, in our sole opinion, it is not economically desirable to continue operations, we will have the right to terminate this Agreement as of the date the condemning authority takes possession. The entire amount of any award for taking of all or any part of a space or the Park or for any other reason under the power of eminent domain will be our property whether such award shall be made as compensation for diminution in value of the leasehold or for taking the fee or the taking of any interest you may have because of this Agreement or any other lease or rental agreement you have with us or your tenancy in the Park. Nothing contained in this paragraph, however, will preclude you from obtaining any award from the condemning authority to you for the loss of or damage to your mobilehome or other removable personal property.

38. **TIME OF ESSENCE:** Time is of the essence in this Agreement and each and every provision thereof.

39. **MODIFICATION FOR LENDER:** If, in connection with our obtaining financing where we use the Park as security, a lender requests reasonable changes in this Agreement as a condition to such financing, you agree to promptly consent to those changes if they do not increase your obligations under this Agreement or materially adversely affect you.

40. **ESTOPPEL CERTIFICATE:** You shall, on our request, sign and deliver to us a written statement certifying that (a) this Agreement is unmodified and in full force and effect (or if there have been modifications that they are in full force and effect as modified; (b) the dates to which the rent and other charges have been paid; (c) the term of this Agreement; (d) the amount of any security deposit; (e) we are not in default nor have we been in the past under any provision of this Agreement or any laws or regulations affecting our obligations; and (f) any other matters as may be reasonably requested by us. Any such statement may be relied on by us or any person we give it to. You will be in default of this Agreement if you fail to do the above within 10 days of your receipt of a written request for such statement. We may, at our option, treat your failure to sign and deliver this document to us as your agreement to the information we've requested and that we are not in default nor have we been in the past under any provision of this Agreement or any laws, or regulations affecting our obligations to you.

41. **LIMITATION OF OUR LIABILITY:** In consideration of this Agreement, you agree that, in the event of any actual or alleged failure, breach or default by us under this Agreement or otherwise, your sole and exclusive remedy shall be against the value of our mobilehome park which is identified in this Agreement as the Park (including any insurance policies of us or the Park), not other property or assets which we may own.

42. **MEGAN'S LAW:** The California Department of Justice, sheriff's departments, other local law enforcement authorities maintain for public access a database of the locations of persons required to register as an identified sex offender. The database is updated on a quarterly basis and a source of information about the presence of these individuals is any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line

000302

11/18/18 Person(s) in addition to the above who
will reside in the above Space for whom
applications for residency were submitted
and approved.

L. Sandcastle Co. LLC

Theresa L. Callahan

John R. Callahan
Member

HUNTINGTON BEACH CITY ORDINANCE

17.38.020 Temporary Rental of Mobile Home

D. Hereafter, "renter" refers to the person or persons who pay rent to the mobile home owner in exchange for the temporary right to reside within the subject mobile home (and the related right to occupy the space upon which the mobile home is located), but not as a co-occupant with the owner. Any renter of a mobile home must meet all the rules of occupancy of the mobile home park in which the mobile home is located with the exception of any rule which directly or indirectly prohibits, in conflict with this section, the temporary rental of a mobile home for up to one year.

Prior to the mobile home renter's taking occupancy, that renter and the mobile home owner shall provide the park owner with:

1. A copy of the mobile home rental agreement;
2. The true names of all intended occupants and their residential phone number;
3. Business phone numbers for all adult occupants who have such numbers; and
4. An agreement signed by all adult occupants, which reads as follows:

E. Such temporary rentals authorized by this chapter may not exceed 12 months in any two-year period subject to renewal because of continued hardship. (3277-5/95)

I have received copies of the lease between the park owner and the homeowner for Space # **376** and current park rules.

I have read those documents with care. I believe I understand them. I believe that I qualify for occupancy under those rules and the master lease (except for provisions prohibiting subleasing). I agree to abide by those Park Rules and to meet all obligations of that master lease which are relevant to an occupant. I understand that the park owner may directly enforce the within agreement against me without giving up any rights against the mobile home owner.

Sincerely,


Jamie L. Gallian

RANCHO DEL REY OVER 55 MANUFACTURED HOME PARK

Qualifying and Occupancy Requirements 2018

16222 Monterey Lane

Huntington Beach 92649

THANYA

5 STAR HOMES SP#1231425

714 308-7735

General Information:

- *EACH, Prospective Resident must submit a park application with attached proof of income prior to opening escrow*
- *Person/s to occupy the home must verify income of \$3786 per month, renting of property or sub-letting is not allowed*
- *Park may ONLY use income of owner/occupant 55 or over, registered on Title and sign Lease Agreement*
- *Income verification MUST be in the form of COPIES; direct deposit, bank statements showing SOURCE, social security, retirement, pay stubs, etc. Funds/savings in an account is NOT income*
- *Applicants MAY submit Income Tax Statement for alternate verification of income if more convenient*
- *One owner 55 or over, others over 18, residents MUST park cars in driveway, guest parking for guests only. Extra resident's cars may park on Monterey Lane*
- *Park allows two small indoor pets, dogs 22 lbs OR 15 in" at shoulder*
- *Dogs must be on leash at all times, no solid fencing, privacy screens are allowed. May have doggie gate if home has a porch, with owner present. Dogs are not allowed to be left in any enclosed area, not allowed on common area or in the park office. Dogs may be walked thru the park on leash*
- *Monthly space rent \$1325 for 2018, plus utilities. Space rent increases each year between 2%-4%. Lease is for one year*
- *Mandatory meeting with manager with ALL occupants for Rules and Regulations for final park approval, week day appointments only*
- *Obtaining a loan or paying cash for a home is separate from qualifying for park income requirement. If obtaining a loan, the amount of the mortgage payment will be added to the park's income requirement * 5 Star Home Lending Richard Herr/714 891-6383 *Request a park and loan application* Thanya 714 308-7735*

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO. 170746 NAME: VIVIANNE J ALSTON FIRM NAME: ALSTON ALSTON & DIEBOLD STREET ADDRESS: 27201 PUERTA REAL, STE 300 CITY: MISSION VIEJO STATE: CA ZIP CODE 92691 TELEPHONE NO.: 714 556 9400 FAX NO. 714 556 9500 E-MAIL ADDRESS: valston@aadlawyers.com ATTORNEY FOR (name): HOUSER BROS. CO. <input checked="" type="checkbox"/> ORIGINAL JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD		FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; font-size: 0.8em;"> Pursuant to California Government Code § 68150(i), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g). </div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 CIVIC CENTER DRIVE WEST MAILING ADDRESS: CITY AND ZIP CODE: SANTA ANA CA 92701 BRANCH NAME: CENTRAL JUSTICE CENTER		
Plaintiff: HOUSER BROS. CO. Defendant: LISA RYAN		
WRIT OF <input type="checkbox"/> EXECUTION (Money Judgment) <input checked="" type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property <input type="checkbox"/> SALE <input checked="" type="checkbox"/> Real Property		CASE NUMBER: 30 2018 01013582 CLUDCJC <input checked="" type="checkbox"/> Limited Civil Case (including Small Claims) <input type="checkbox"/> Unlimited Civil Case (including Family and Probate)

1. To the Sheriff or Marshal of the County of: ORANGE COUNTY
 You are directed to enforce the judgment described below with daily interest and your costs as provided by law.
2. To any registered process server: You are authorized to serve this writ only in accordance with CCP 699.080 or CCP 715.040.
3. (Name): HOUSER BROS. CO., a California general partnership dba RANCHO DEL REY MOBILE HOME ESTATES
 is the ☒ original judgment creditor ☐ assignee of record whose address is shown on this form above the court's name.

4. Judgment debtor (name, type of legal entity if not a natural person, and last known address):

LISA RYAN
 16222 Monterey Lane, Space 376
 Huntington Beach, California 92649

☐ Additional judgment debtors on next page

5. Judgment entered on (date):

10-18-2018 AA

6. ☐ Judgment renewed on (dates):

7. Notice of sale under this writ

- a. ☒ has not been requested.
 b. ☐ has been requested (see next page).

8. ☐ Joint debtor information on next page.



David H. Yamasaki, Clerk of the Court

Issued on (date): 11/14/2018

Clerk, by

NOTICE TO PERSON SERVED: SEE PAGE 3 FOR IMPORTANT INFORMATION

20. ☐ The amounts called for in items 11-19 are different for each debtor. These amounts are stated for each debtor on Attachment 20.

9. ☒ See next page for information on real or personal property to be delivered under a writ of possession or sold under a writ of sale.

10. ☐ This writ is issued on a sister-state judgment.

For Items 11-17, see form MC-012 and form MC-013-INFO

11. Total judgment (as entered or renewed)	\$
12. Costs after judgment (CCP 685.090)	\$
13. Subtotal (add 11 and 12)	\$
14. Credits to principal (after credit to interest)	\$
15. Principal remaining due (subtract 14 from 13)	\$
16. Accrued interest remaining due per CCP 685.050(b) (not on GC 6103.5 fees)	\$
17. Fee for issuance of writ	\$25.00
18. Total (add 15, 16, and 17)	\$25.00

19. Levying officer:

- a. Add daily interest from date of writ (at the legal rate on 15) (not on GC 6103.5 fees) \$
 b. Pay directly to court costs included in 11 and 17 (GC 6103.5, 68637; CCP 699.520(i)) \$

RECEIVED
 O.C. SHERIFF'S DEPT
 CENTRAL/COURT SERVICES
 2018 NOV 16 A 10:31 PM
 D. Cuevas
 Deputy

Plaintiff: HOUSER BROS. CO. Defendant: LISA RYAN	EJ-130 CASE NUMBER: 30 2018 01013582 CLUDCJC
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21. ☐ Additional judgment debtor (name, type of legal entity if not a natural person, and last known address):
22. ☐ Notice of sale has been requested by (name and address):
23. ☐ Joint debtor was declared bound by the judgment (CCP 989-994)
- a. on (date):
- b. name, type of legal entity if not a natural person, and last known address of joint debtor:
- a. on (date):
- b. name, type of legal entity if not a natural person, and last known address of joint debtor:
- c. ☐ Additional costs against certain joint debtors are itemized: ☐ Below ☐ On Attachment 23c
24. ☒ (Writ of Possession or Writ of Sale) Judgment was entered for the following:
- a. ☒ Possession of real property: The complaint was filed on (date): 8-21-2018
(Check (1) or (2). Check (3) if applicable. Complete (4) if (2) or (3) have been checked.)
- (1) ☒ The Prejudgment Claim of Right to Possession was served in compliance with CCP 415.46. The judgment includes all tenants, subtenants, named claimants, and other occupants of the premises.
- (2) ☐ The Prejudgment Claim of Right to Possession was NOT served in compliance with CCP 415.46.
- (3) ☐ The unlawful detainer resulted from a foreclosure sale of a rental housing unit. (An occupant not named in the judgment may file a Claim of Right to Possession at any time up to and including the time the levying officer returns to effect eviction, regardless of whether a Prejudgment Claim of Right to Possession was served.) (See CCP 415.46 and 1174.3(a)(2).)
- (4) If the unlawful detainer resulted from a foreclosure (item 24a(3)), or if the Prejudgment Claim of Right to Possession was not served in compliance with CCP 415.46 (item 24a(2)), answer the following:
- (a) The daily rental value on the date the complaint was filed was \$36.20
- (b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (specify):
- b. ☐ Possession of personal property.
- ☐ If delivery cannot be had, then for the value (itemize in 24e) specified in the judgment or supplemental order.
- c. ☐ Sale of personal property.
- d. ☐ Sale of real property.
- e. The property is described: ☒ Below ☐ On Attachment 24e
- 16222 Monterey Lane, Space 378, Huntington Beach, California 92649

EJ-130

Plaintiff: HOUSER BROS. CO.
Defendant: LISA RYAN

CASE NUMBER:
30 2018 01013582 CLUDCJC

NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying *Notice of Levy* (form EJ-150).

WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will demand that you turn over the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.

WRIT OF POSSESSION OF REAL PROPERTY. If the premises are not vacated within five days after the date of service on the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.

EXCEPTION IF RENTAL HOUSING UNIT WAS FORECLOSED. If the residential property that you are renting was sold in a foreclosure, you have additional time before you must vacate the premises. If you have a lease for a fixed term, such as for a year, you may remain in the property until the term is up. If you have a periodic lease or tenancy, such as from month-to-month, you may remain in the property for 90 days after receiving a notice to quit. A blank form *Claim of Right to Possession and Notice of Hearing* (form CP10) accompanies this writ. You may claim your right to remain on the property by filling it out and giving it to the sheriff or levying officer.

EXCEPTION IF YOU WERE NOT SERVED WITH A FORM CALLED PREJUDGMENT CLAIM OF RIGHT TO POSSESSION. If you were not named in the judgment for possession and you occupied the premises on the date on which the unlawful detainer case was filed, you may object to the enforcement of the judgment against you. You must complete the form *Claim of Right to Possession and Notice of Hearing* (form CP10) and give it to the sheriff or levying officer. A blank form accompanies this writ. You have this right whether or not the property you are renting was sold in a foreclosure.

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 152 of 182

Rancho Del Rey

MOBILE HOME ESTATES
16222 MONTEREY LANE
HUNTINGTON BEACH, CA 92649
PHONE: (714) 846-1429

11/20/2018

TO:
Gallian, Jamie
5782 Pinon Drive
Huntington Beach, CA 92649

000309

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 153 of 182

Rancho Del Rey
MOBILE HOME ESTATES
16222 MONTEREY LANE
HUNTINGTON BEACH, CA 92649
PHONE: (714) 846-1429

11/20/2018

TO:
Gallian, Jamie
5782 Pinon Drive
Huntington Beach, CA 92649

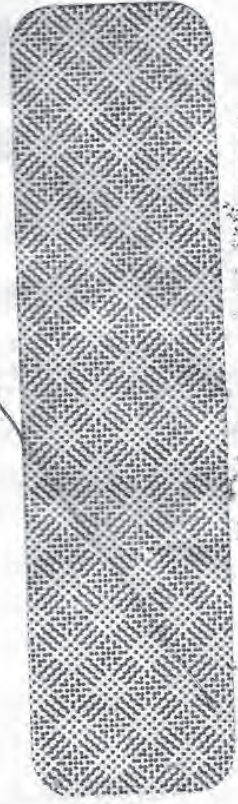


SANTA ANA, CA 926
20 NOV 2018 PM 10 L

*Return to sender
Not to this address
Hawaii*

Unopened

*Rancho Del Rey
16222 Monterey Ln.
Huntington Beach, CA 92649*



82649-482682

PROSPECTIVE PURCHASER EVALUATION — NOTICE TO PROSPECTIVE PURCHASER



Western
Manufactured Housing Communities
Association

Rancho Del Rey Mobile Home Estates
(Park Name)

TO: Prospective Homeowner: Jamie Gallian
(Prospective Homeowner Name)

On 11/19/2018, management received all of the information necessary to determine if you will be
(Date)
acceptable as a homeowner in the park, located at 16222 Monterey Ln. SPC 376 Huntington Beach, CA 92649
(space and address)

This is to advise prospective homeowner that the prospective homeowner is:

 APPROVED FOR RESIDENCY IN THE PARK, provided that the prospective homeowner complies with the requirements of Section 798.75 of the California Civil Code and executes a rental agreement with management. In the event the prospective homeowner fails to execute the rental agreement, that person shall have no rights of tenancy. The prospective homeowner should contact management immediately to sign a rental agreement. You are also advised that any escrow, sale or transfer agreement for the mobilehome must contain a copy of either a fully executed rental agreement or a statement signed by both the management and you that the parties have agreed to the terms and conditions of the rental agreement.

 X **DISAPPROVED, because:**

 You have not demonstrated that you have the financial ability to pay the rent and charges of the park.

 Management has determined that, based on your prior tenancies, you will not comply with the rules and regulations of the park.

 Management has determined that you cannot comply with the requirements of the park's rules and regulations limiting residency to housing for older persons.

 X This disapproval includes the following reason(s):

 X Consumer Credit Report (check appropriate box below):

 X Information contained in a consumer credit report obtained from the consumer credit reporting agency named in the paragraph on page two of this form.

 A consumer credit report containing insufficient information obtained from the consumer credit reporting agency named in the paragraph on page two of this form.

You have a right to know the information contained in your credit file at the consumer reporting agency. You also have a right to a free copy of your report from the reporting agency if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete you have the right to dispute the matter with the reporting agency. Any questions regarding such information should be directed to the consumer reporting agency.



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From: Jamie Gallian jamiegallian@gmail.com
Subject: Notice of Exparte hearing Tuesday December 4, 2018, 8:30am, C-61
Date: December 3, 2018 at 10:56 AM
To: valston@aadlawyers.com, Gordon G. May (ggm@ggb-law.com) ggm@ggb-Law.com
Cc: Steve Fink sfink@stevefinklaw.com, Jamie Gallian jamiegallian@gmail.com

Please take notice Jamie Gallian will appear exparte on December 4, 2018, C-61, 8:30a. 700 Civic Center Drive West Santa Ana, CA 92701.

1. Ms. Gallian will ask the court to Order the Notice to Vacate mute. Ms. Gallian's attorney Mr. Steven Fink has contacted Attorney Vivienne Alston mutiple times to recall the Notice of Vacate with no response to attorney Fink or Ms. Gallian.

Ms. Gallian contacted the Sheriff apartment at 9.50am and was told to contact the Court for an Order.

2. Ms. Gallian will ask this same court to dismiss Mr. Gordon UD action of October 17, 2018. Ms. Gallian has asked Mr. Gordon May multiple times to withdraw and dismiss the fraudulent UD filed in this same court. Ms. Gallian moved out of The Gables complying with the the landlord BS Investors LP, first Notice of Cure or Quit posted on August 29, 2018. Ms. Gallian new tenancy outside The Gables began on September 11, 2018. Mr. May's UD action is frivolous and its only purpose was to harass Ms. Gallian, unlawfully attempt eviction against a protected party under temporary restraining order Gallian v Jasso, C-66, and delay the civil trial set on calendar 12-10-18.

Pleading papers will be served under separate cover.

Sincerely,

Jamie Gallian

CIV-110	
<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Gordon G. May (SBN 167112) GRANT, GENOVESE & BARATTA, LLP 2030 Main Street, Suite 1600 Irvine, CA 92614</p> <p>TELEPHONE NO. (949) 660-1600 FAX NO. (Optional) (949) 660-6060 E-MAIL ADDRESS (Optional) ggm@ggb-law.com ATTORNEY FOR (Name) Plaintiff BS INVESTORS, LP</p> <p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS 700 Civic Center Drive West MAILING ADDRESS CITY AND ZIP CODE Santa Ana, CA 92701 BRANCH NAME CENTRAL JUSTICE CENTER</p> <p>PLAINTIFF/PETITIONER BS INVESTORS, LP, a California limited partnership DEFENDANT/RESPONDENT JAMIE L. GALLIAN, an individual</p> <p style="text-align: center;">REQUEST FOR DISMISSAL</p>	<p style="text-align: center; font-size: small;">FOR COURT USE ONLY</p> <p style="text-align: center;">ELECTRONICALLY FILED Superior Court of California, County of Orange 12/03/2018 at 12:09:00 PM Clerk of the Superior Court By Anh Dang, Deputy Clerk</p> <p style="text-align: center;">CASE NUMBER 30-2018-01024401-CU-UD-CJC</p>
<p>A conformed copy will not be returned by the clerk unless a method of return is provided with the document.</p> <p>This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)</p>	

1. TO THE CLERK: Please dismiss this action as follows:

- a (1) ☐ With prejudice (2) ☒ Without prejudice
b (1) ☒ Complaint (2) ☐ Petition
(3) ☐ Cross-complaint filed by (name) on (date):
(4) ☐ Cross-complaint filed by (name) on (date):
(5) ☐ Entire action of all parties and all causes of action
(6) ☐ Other (specify):*

2. (Complete in all cases except family law cases.)

The court ☐ did ☒ did not waive court fees and costs for a party in this case (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: December 3, 2018

Gordon G. May

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only or of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed

Attorney or party without attorney for

☒ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given **

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

** If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (j) or (j).

Attorney or party without attorney for:

☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

(To be completed by clerk)

4. ☒ Dismissal entered as requested on (date) 12/03/20185. ☐ Dismissal entered on (date) as to only (name):6. ☐ Dismissal not entered as requested for the following reasons (specify)

- 7 a. ☐ Attorney or party without attorney notified on (date)
b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
☐ a copy to be conformed ☐ means to return conformed copy

Date 12/03/2018

DAVID H. YAMASAKI, Clerk of the Court

A. DANG, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CIV-110 (Rev. Jan. 1, 2013)

REQUEST FOR DISMISSAL

Legal
Solutions
& Plus

Code of Civil Procedure, § 581 et seq.,
Civ. Code, § 68537(c), Cal. Rules of Court, rule 3.1390

Page 1 of 2

CIV-110

PLAINTIFF/PETITIONER: BS INVESTORS, LP, a California limited partnership	CASE NUMBER:
DEFENDANT/RESPONDENT: JAMIE L. GALLIAN, an individual	30-2018-01024401-CU-UD-CJC

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for (name):
2. The person named in item 1 is (check one below):
 - a. ☐ not recovering anything of value by this action.
 - b. ☐ recovering less than \$10,000 in value by this action
 - c. ☐ recovering \$10,000 or more in value by this action. (If item 2c is checked, item 3 must be completed.)
3. ☐ All court fees and court costs that were waived in this action have been paid to the court (check one): ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

(SIGNATURE)

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF ORANGE

3
4 I am employed in the County of Orange, State of California. I am over the age of 18 and
5 not a party to the within action; my business address is 2030 Main Street, Suite 1600, Irvine CA
6 92614.

7 On December 3, 2018, I served the foregoing document described as **REQUEST FOR**
8 **DISMISSAL** on the following person(s) in the manner indicated:

9 Jamie L. Gallian, an individual Defendant
10 5782 Pinon Drive
11 Huntington Beach, CA 92649
12 Telephone No. : (714) 321-3449

13 [X] (BY MAIL) I am familiar with the practice of Grant, Genovese & Baratta, LLP for
14 collection and processing of correspondence for mailing with the United States Postal Service.
15 Correspondence so collected and processed is deposited with the United States Postal Service that
16 same day in the ordinary course of business. On this date, a copy of said document was placed in a
17 sealed envelope, with postage fully prepaid, addressed as set forth herein, and such envelope was
18 placed for collection and mailing at Grant, Genovese & Baratta, LLP, Irvine, California, following
19 ordinary business practices.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct, and that this declaration was executed on December 3, 2018, at
22 Irvine, California.

23
24
25
26
27
28


Helena Coyle

TO (Name and Address): Lisa Ryan 16222 Monterey Lane Space 376 Huntington Beach, CA 92649	LEVYING OFFICER (Name and Address): Orange County Sheriff's Office Sheriff's Civil Division Suite 2 909 N. Main Street Santa Ana, CA 92701 (714) 569-3700 Fax: (714) 569-2368 California Relay Service Number (800) 735-2929 TDD or 711
NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: Orange County Superior Court 700 Civic Center Drive West Santa Ana, CA 92701 Central Justice Center	COURT CASE NO.: 30 2018 01013582 CLUDCJC
PLAINTIFF: Houser Bros Co DEFENDANT: Lisa Ryan	LEVYING OFFICER FILE NO.: 2018517508
Notice to Vacate	

By virtue of the Writ of Execution for Possession/Real Property (eviction), issued out of the above court, you are hereby ordered to vacate the premises described on the writ.

Eviction Address:	16222 Monterey Lane Space 376 Huntington Beach, CA 92649
--------------------------	---

Final notice is hereby given that possession of the property must be turned over to the landlord on or before:

Final notice is hereby given that possession of the property must be turned over to the landlord on or before:	Monday, December 03, 2018 6:01 AM
---	--

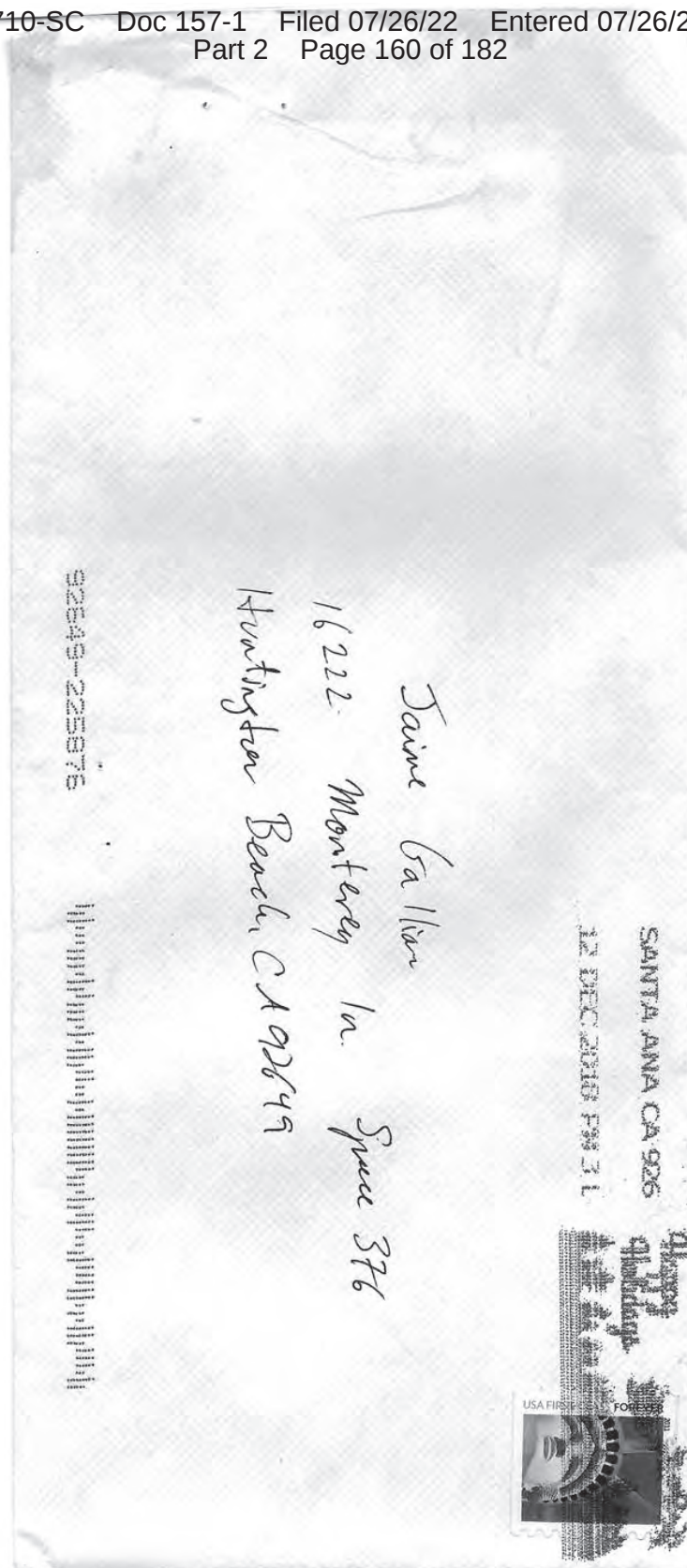
Should you fail to vacate the premises within the allotted time, I will immediately enforce the writ by removing you from the premises. All personal property upon the premises at the time will be turned over to the landlord, who must return said personal property to you upon your payment of the reasonable cost incurred by the landlord in storing the property from the date of eviction to the date of payment. If the property is stored on the landlord's premises, the reasonable cost of storage is the fair rental value of the space necessary for the time of storage. If you do not pay the reasonable storage costs and take possession within fifteen (15) days, the landlord may either sell your property at a public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CCC), or, if the property is valued at less than \$700.00, the landlord may dispose of your property or retain it for his own use. (715.010(b)(3), 1174 CCP)

If you claim a right of possession of the premises that accrued prior to the commencement of this action, or if you were in possession of the premises on the date of the filing of the action and you are not named on the writ, complete and file the attached Claim of Right of Possession form with this office. No claim of right to possession can be filed if box 24a(1) located on the back of the writ is checked.



**Sandra Hutchens
Sheriff-Coroner**

By: _____
Sheriff's Authorized Agent



ELAINE B. ALSTON
VIVIENNE J. ALSTON
DONALD A. DIEBOLD

ALSTON, ALSTON & DIEBOLD

TELEPHONE (714) 556-9400
FACSIMILE (714) 556-9500

27201 PUERTA REAL
SUITE 300
MISSION VIEJO, CALIFORNIA 92691

OUR FILE NO: 1510.

December 10, 2018

FIVE (5) DAY DEMAND
FOR SURRENDER OF POSSESSION OF SITE

To: **Jamie Gallian and All Unlawful Occupants and Persons in Possession Without a Signed Rental Agreement ("Occupants"):**

NOTICE IS HEREBY GIVEN that management of the mobilehome park commonly known as:

Rancho Del Rey
16222 Monterey Lane
Huntington Beach, CA 92649
(referred to as "Park" herein)

HEREBY DEMANDS that the Occupants named above, and each of them, quit the premises in the Park and surrender possession thereof commonly described as:

Space 376
(referred to as "site" herein)

WITHIN FIVE (5) DAYS FROM AND AFTER SERVICE OF THIS NOTICE, and that said surrender of the mobilehome site be made to the park manager(s), who is authorized to receive the same on behalf of the management.

Civil Code Section 798.75 authorizes forcible detainer proceedings against any occupant of a mobilehome park who does not have rights of tenancy and is not otherwise entitled to occupy the premises, upon failure of the occupants to quit the premises within five (5) days after service of a demand for surrender of the site.

This notice is served with reference to the following facts, inter alia, upon which said demand is now hereby made:

That you have actual and physical possession of the site, without permission from park management, and without right or authority under a rental agreement or otherwise. Based upon the foregoing facts, management is authorized to pursue its legal remedies to obtain possession of the site from all such Occupants having no right of tenancy or possession.


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J Gallian
and All Unlawful Occupants
December 10, 2018
Page 2

THIS NOTICE IS INTENDED AS A FIVE (5) DAY DEMAND TO SURRENDER POSSESSION AND NOTICE TO QUIT AS PER CIVIL CODE SECTION 798.75. SHOULD YOU FAIL TO QUIT AND SURRENDER POSSESSION AS HEREBY DEMANDED, LEGAL PROCEEDINGS SHALL BE INSTITUTED FOR RESTITUTION OF POSSESSION OF THE PREMISES, REASONABLE RENTAL VALUE, DAMAGES INCIDENTAL TO OCCUPANTS WRONGFUL UNLAWFUL OCCUPATION OF THE SITE, AND ATTORNEYS' FEES AND COSTS, AND STATUTORY DAMAGES.

ALSTON, ALSTON & DIEBOLD

Dated: December 10, 2018

By: 
VIVIENNE J. ALSTON
Authorized Agent for Owner

cc: Client
Park Manager

Informal Title Search

Unit Search

Identifier

Select	Unit Identifiers	Manufacturer	SITUS Address
<input checked="" type="radio"/>	Decal No.: LBM1081 MCO No.: 8802499 Serial No.: AC7V710394GB, AC7V710394GA HUD Label: PFS1130281, PFS1130282	Manufactured Date: 05/29/2014 Manufacturer: SKYLINE HOMES INC Trade Name: CUSTOM VILLA Unit Type: Manufactured Home	16222 MONTEREY LN, SPACE # 376, HUNTINGTON BEACH, CA 92649 (ORANGE COUNTY)

File No.

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STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS**Title Search**

Date Printed: Aug 11, 2021

Decal #:	LBM1081	Use Code:	SFD
Manufacturer:	SKYLINE HOMES INC	Original Price Code:	BVH
Tradename:	CUSTOM VILLA	Rating Year:	
Model:		Tax Type:	LPT
Manufactured Date:	05/29/2014	Last ILT Amount:	
Registration Exp:		Date ILT Fees Paid:	
First Sold On:	07/28/2014	ILT Exemption:	NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

Registered Owner:

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Last Title Date: 08/03/2021**Last Reg Card:** 08/03/2021**Sale/Transfer Info:** Price \$.00 Transferred on 02/25/2021**Situs Address:**

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Situs County: ORANGE

Legal Owner:

J-PAD LLC
21742 ANZA AVE
TORRANCE, CA 90503

Lien Perfected On: 01/14/19 15:22:00**Title Searches:**

JANINE JASSO
PO BOX 370161
EL PASO, TX 79937

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

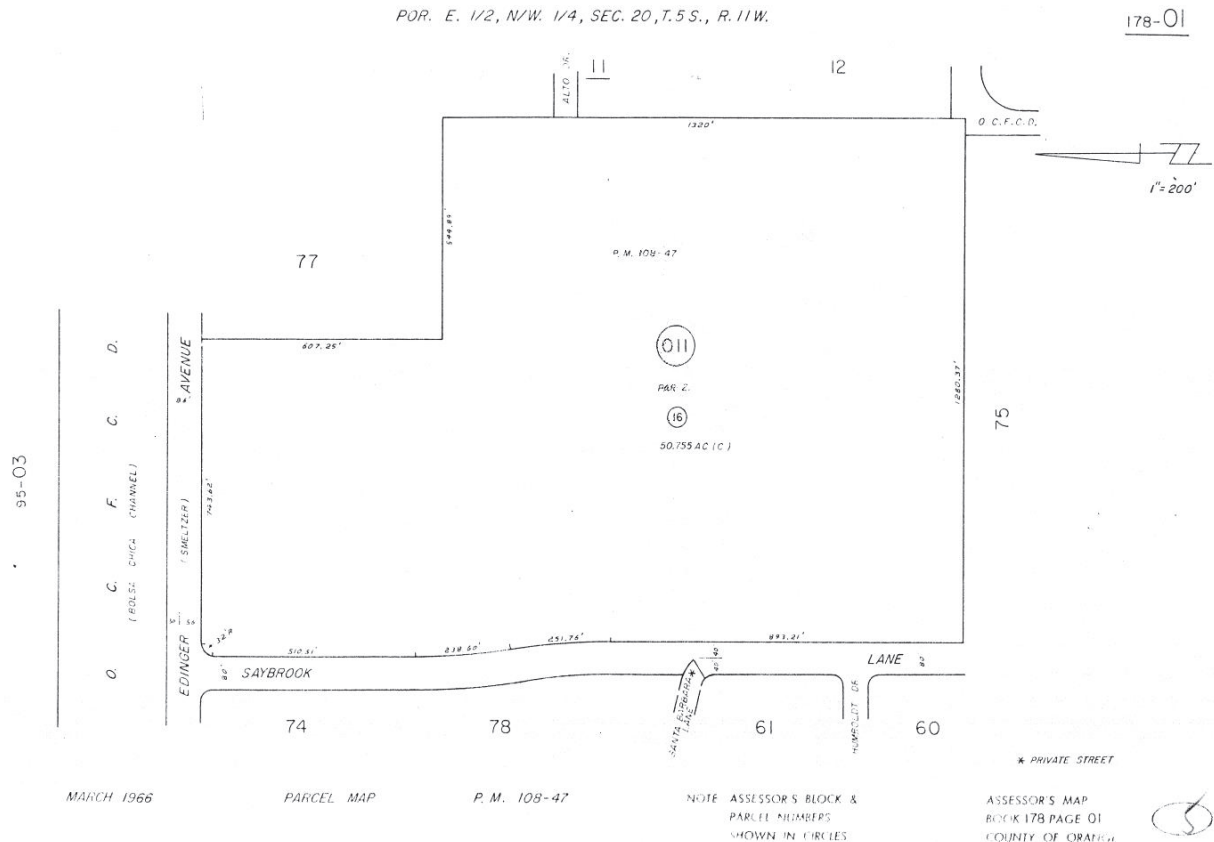
000321



First American

myFirstAm® Tax Map

16222 Monterey Ln #376, Huntington Beach, CA 92649



Tax Map

16222 Monterey Ln #376, Huntington Beach, CA 92649

This report is only for the myFirstAm user who applied for it. No one else can rely on it. As a myFirstAm user, you already agreed to our disclaimer regarding third party property information accuracy. You can view it here: www.myfirstam.com/Security/ShowEULA. ©2005-2019 First American Financial Corporation and/or its affiliates. All rights reserved.

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From: **Cruz, Sylvia@HCD** Sylvia.Cruz@hcd.ca.gov 
Subject: Title Search - LBM1081
Date: January 18, 2019 at 8:17 AM
To: **Jamie Galian** jamiegalian@gmail.com



Hello Ms. Galian,

Here is the transfer information you can use to show the unit has been transferred until the original Title goes out from our Sacramento District Office.

Sylvia

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES, AND HOUSING

GAVIN NEWSOM, Governor

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 167 of 182

From: Cruz, Sylvia@HCD Sylvia.Cruz@hcd.ca.gov
Subject: Title Search - LBM1081
Date: January 18, 2019 at 8:17 AM
To: Jamie Gallian jamiegallian@gmail.com

SC

Hello Ms. Gallian,

Here is the transfer information you can use to show the unit has been transferred until the original Title goes out from our Sacramento District Office.

Sylvia

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES, AND HOUSING
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS

GAVIN NEWSOM, Governor



Title Search

Date Printed: Jan 18, 2019

Decal #:	LBM1081	Use Code:	SFD
Manufacturer:	SKYLINE HOMES INC	Original Price Code:	BVH
Tradename:	CUSTOM VILLA	Rating Year:	
Model:		Tax Type:	LPT
Manufactured Date:	05/29/2014	Last ILT Amount:	
Registration Exp:		Date ILT Fees Paid:	
First Sold On:	07/28/2014	ILT Exemption:	NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

Registered Owner:

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649

Last Title Date:	09/10/2014
Last Reg Card:	Pending Reg Card
Sale/Transfer Info:	Price \$175,000.00 Transferred on 11/01/2018

Situs Address:

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Situs County: ORANGE

END OF TITLE SEARCH

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STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES, AND HOUSING

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

DIVISION OF CODES AND STANDARDS

**Title Search**

Date Printed: Jan 18, 2019

Decal #:	LBM1081	Use Code:	SFD
Manufacturer:	SKYLINE HOMES INC	Original Price Code:	BVH
Tradename:	CUSTOM VILLA	Rating Year:	
Model:		Tax Type:	LPT
Manufactured Date:	05/29/2014	Last ILT Amount:	
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Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

Registered Owner:

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649

Last Title Date: 09/10/2014

Last Reg Card: Pending Reg Card

Sale/Transfer Info: Price \$175,000.00 Transferred on 11/01/2018

Situs Address:

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Situs County: ORANGE

END OF TITLE SEARCH

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
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TO (Name and Address): Lisa Ryan 16222 Monterey Lane Space 376 Huntington Beach, CA 92649		LEVYING OFFICER (Name and Address): Orange County Sheriff's Office Sheriff's Civil Division Suite 2 909 N. Main Street Santa Ana, CA 92701 (714) 569-3700 Fax: (714) 569-2368 California Relay Service Number (800) 735-2929 TDD or 711
NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: Orange County Superior Court 700 Civic Center Drive West Santa Ana, CA 92701 Central Justice Center		COURT CASE NO.: 30 2018 01013582 CLUDCJC
PLAINTIFF: Houser Bros Co DEPENDANT: Lisa Ryan		LEVYING OFFICER FILE NO.: 2018517508
Notice to Vacate		

By virtue of the Writ of Execution for Possession/Real Property (eviction), issued out of the above court, you are hereby ordered to vacate the premises described on the writ.

Eviction Address:	16222 Monterey Lane Space 376 Huntington Beach, CA 92649
--------------------------	---

Final notice is hereby given that possession of the property must be turned over to the landlord on or before:

Final notice is hereby given that possession of the property must be turned over to the landlord on or before:	Sunday, January 20, 2019 6:01 AM
---	---

Should you fail to vacate the premises within the allotted time, I will immediately enforce the writ by removing you from the premises. All personal property upon the premises at the time will be turned over to the landlord, who must return said personal property to you upon your payment of the reasonable cost incurred by the landlord in storing the property from the date of eviction to the date of payment. If the property is stored on the landlord's premises, the reasonable cost of storage is the fair rental value of the space necessary for the time of storage. If you do not pay the reasonable storage costs and take possession within fifteen (15) days, the landlord may either sell your property at a public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CCC), or, if the property is valued at less than \$700.00, the landlord may dispose of your property or retain it for his own use. (715.010(b)(3), 1174 CCP)

If you claim a right of possession of the premises that accrued prior to the commencement of this action, or if you were in possession of the premises on the date of the filing of the action and you are not named on the writ, complete and file the attached Claim of Right of Possession form with this office. No claim of right to possession can be filed if box 24a(1) located on the back of the writ is checked.



**Don Barnes
Sheriff-Coroner**

By: Renee #6146
Sheriff's Authorized Agent